THE

SOLICITORS' JOURNAL

AND

WEEKLY REPORTER.

VOLUME LXIII.

1918-1919.

OCTOBER 19, 1918, TO OCTOBER 11, 1919.

LONDON: 27, CHANCERY LANE, W.C.

1919.

WYMAN & SONS, LTD.
Printers,
ROLLS BUILDINGS, FETTER LANE, LONDON, E.C.

The Solicitors' Journal

and Weekly Reporter

VOLUME LXIII.

The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, OCTOBER 19, 1918.

ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:
£2 12s.; by Post, £2 14s.; Foreign, £2 16s.
HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.
All letters intended for publication must be authenticated by the name of the writer.

GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The New President of the Probate Division.

INTELLIGENT ANTICIPATION has proved correct, and Sir WILLIAM PICKFORD vacates his office of Lord Justice to become President of the Probate, Divorce, and Admiralty Division. The business there has at the present time two special features—the great increase in divorce cases, to which we referred last week, and the unfinished prize business. We are not aware that the new President has had special experience in divorce work, but he will, perhaps, deal with it all the better for coming to it with a mind not affected by technicalities and professional leanings. There are important questions pending, both as regards the reform of the law of divorce and the administration of the divorce business, and a judge with the practical experience and wide knowledge of the President is, in view of possible developments, an appropriate selection, and this in addition to the immediate efficiency which he is likely to impart to the disposal of business. As regards the prize business, it is, no doubt, a serious matter to take it up in its present stage and follow Sir SAMUEL EVANS, who had strenuously adapted himself to it in the course of the last four years. A more ideal selection might have been to appoint as special Prize Judge one of the advocates who, like the late President, have grown familiar with Prize Law by continual study of it. But here, again, the eminent ability of Sir WILLIAM PICKFORD may be trusted to make him a successful judge, and we do not doubt that he will efficiently carry on Sir SAMUEL EVANS' work, with the century-old reputation of Lord STOWELL for his pattern and guide.

The Late Mr. Justice Neville.

WE HAVE heard with great regret of the death of Mr. Justice NEVILLE. Notwithstanding his early athletic record—he was a rowing man of some distinction at Cambridge—and an apparently good constitution, his career was at times interrupted by ill-health, and he has now passed away unexpectedly,

just as he was due to resume his judicial duties. Perhaps he made his greatest mark as an advocate, for he was very successful in the management of cases, both on the argumentative side and, in witness cases, in the handling of witnesses. But the qualities which ultimately gave him a leading position at the Equity Bar did not at first bring him into practice in London, and he found it expedient to try the less exacting competition of the Lancaster Chancery Court and other Lancashire business. Having there made his mark, he returned to London, and took silk in 1888. With this new sphere of practice he combined a Parliamentary career, and won some notable successes in the Exchange Division of Liverpool, for which he sat as a Liberal. His professional eminence, usefully backed by his political services, procured him the succession to Mr. Justice FARWELL, when, in 1906, the latter went to the Court of Appeal. As a judge Sir RALPH NEVILLE was quick at grasping the facts and bearings of a case, and always courteous and kindly to those who practised before him. The success of his court was testified by the little that was heard of it. The work was done smoothly and efficiently. Without, perhaps, attaining the distinction of some of his immediate predecessors and contemporaries, Mr. Justice NEVILLE was a very competent judge. He earned in a special manner the respect and affection o' the profession, and he will be sincerely regretted.

Juries in the High Court.

WE PRINT elsewhere rules which have been made for the High Court and the county courts under the Juries Act, 1918. It will be remembered that the Act—which is to have effect during the continuance of the war and for six months thereafter—lays down for the High Court the general rule that "every action, counter-action, issue, cause or matter" shall be tried by a judge alone without a jury (sect. 1). But in cases of fraud, or of claims in respect of libel, slander, malicious prosecution, false imprisonment, seduction, or breach of promise, either party, on making application for the purpose in accordance with Rules of Court, will be entitled as of right to trial with a jury; and in other cases, the Court may, on application by any party in accordance with Rules of Court, order a trial with a jury. The Rules of the Supreme Court (Juries Act), 1918, now issued, provide for applications under the Act by substituting a new rule—rule 6A—for rule 6 to Order 36. Attention should be drawn to clause (2), which prescribes the mode of application in actions the hearing of which is imminent. In other actions the application will, in general, be made on the summons for directions. The rules apply also to divorce and other matrimonial causes.

Juries in the County Court.

THE PROVISION of the Juries Act applying to county courts is contained in section 3. This enacts that, notwithstanding anything in section 101 of the County Courts Act, 1888—which in cases over £5 entitles either party to a jury, except in equity matters, and in cases not exceeding £5 enables the judge on application to order a jury—a party shall not require a jury unless the amount exceeds £5, and the claim or counter-claim, if any, is one which, in the High Court, would give a right to a jury; but as in the High Court, the judge may, on application, order trial with a jury, if it appears to him that the action or counterclaim is more fit to be so tried. It will be noticed that section 3 refers to "action or counterclaim" only, while section 1, for the High Court, also refers to "issue, cause, or matter." On this difference an explanatory Note appended to the County Court Rules points out that section 3 is in accordance with section 101 of the County Courts Act, which mentions actions only, but attention does not seem to have been called to ord. 22, r. 3, which provides that interpleader matters and certain actions specified in the rule "may, at the instance of either party, be tried by a jury; and by order of the judge any action *or matter*, or any question of fact arising therein which, but for this rule could not be so tried, may be tried by a jury." Under section 186 of the County Courts Act, 1888, "actions" are proceedings commenced by plaint, and "matters" are proceedings commenced otherwise. The Note continues:—

> If section 3 of the Act of 1918 applies to *actions* only, the existing provisions as to trial of *matters* by jury remain unaffected, and a party to an interpleader proceeding may, under ord. 22, r. 3, demand a jury as heretofore.
>
> It seems to be unreasonable, and cannot have been intended, that there should be any difference between "actions" and "matters" in respect to juries; and as the right to a jury in a "matter" depends not on the County Court Act, but on the rules, it is submitted that it can be limited by rule; and it is therefore suggested that as before the new Act the right to a jury in interpleader matters was absolute, such matters should, where fraud is alleged, be placed on the same footing as actions in which the parties are under the Act entitled to trial with a jury; and that other matters in which before the new Act the judge might, under ord. 22, r. 3, order trial by jury, should be placed on the same footing as actions in which the judge may, under the Act, order trial with a jury.

From which it would seem that the draftsman of the Juries Act did not appreciate what a complex system our county court procedure is. Provision is now made for applications under the Act by introducing a new rule—rule 3a—to Order 22.

The German Offer.

WE CHRONICLED last week the German Note to President WILSON, requesting a conference, with an armistice in the meantime, and President WILSON'S Reply, pressing for particulars and requiring, as a condition of an armistice, the withdrawal of the Central Powers everywhere from invaded territory. This was dated 8th October. The German Reply was dated 12th October, and was signed by Dr. SOLF, as Foreign Secretary. It declared:—

> (1) That the German Government accepted the terms laid down by President WILSON in his Address of 8th January, 1918, and in his subsequent Addresses, as the foundation of a permanent peace of justice. Consequently, discussions would relate only to practical details of the application of those terms.
>
> (2) The German Government, in agreement with the Austro-Hungarian Government, was prepared, for the purpose of bringing about an armistice, to comply with President WILSON'S terms as to evacuation, and it suggested a mixed Commission to settle the details.
>
> (3) The Chancellor had spoken in the previous Note for the great majority of the Reichstag, and in the name of the German Government and the German people.

President Wilson's Reply of 14th October.

TO THIS President WILSON returned on 14th October a detailed Reply, of which the following gives the substance:—

> (1) The process of evacuation and the conditions of an armistice are matters which must be left to the judgment and advice of the military advisers of the Government of the United States and the Allied Governments, but no arrangement can be accepted by the Government of the United States which does not provide absolutely satisfactory safeguards and guarantees of the maintenance of the present military supremacy of the Armies of the United States and of the Allies in the field.
>
> (2) An armistice so long as the armed forces of Germany continue the illegal and inhumane practices which they persist in cannot be considered. The nations associated against Germany cannot be expected to agree to a cessation of arms while acts of inhumanity, spoliation, and desolation are being continued which they justly look upon with horror.
>
> (3) Attention is called to the language of one of the terms of peace which the German Government has accepted. "It is contained in the address of the President delivered at Mount Vernon on 4th July last. It is as follows:—
>
> 'The destruction of every arbitrary power anywhere that can separately, secretly, and of its single choice disturb the peace of the world; or, if it cannot be presently destroyed, at least its reduction to virtual impotency.'
>
> The power which has hitherto controlled the German nation is of the sort here described. It is within the choice of the German nation to alter it. The President's words just quoted naturally constitute a condition precedent to peace, if peace is to come by the action of the German people themselves.
>
> The President feels bound to say that the whole process of peace

will, in his judgment, depend upon the definiteness and satisfactory character of the guarantees which can be given in this fundamental matter. It is indispensable that the Governments associated against Germany should know beyond a peradventure with whom they are dealing."

And there up to Friday the matter rested.

Keeping Trusts Off a Title.

MR. JUSTICE YOUNGER has reaffirmed in *Re Soden & Alexander's Contract* (1918, 2 Ch. 258) the ordinary conveyancing device for keeping notice of a trust off the title to land. "It is admitted," said PEARSON, J., in *Re Harman and Uxbridge and Rickmansworth Railway Co.* (24 Ch. D. 720), "that, according to a very convenient practice, it is usual, when a mortgage is made to trustees, to keep the trusts off the face of the mortgage deed, and to introduce a recital that the persons who are in fact trustees are entitled to the mortgage money on a joint account, and it is admitted that in such a case the Court has always refused to make any inquiry into the trusts, because to do so would defeat a practice which has been introduced for the benefit of her Majesty's subjects." And the same principle applies to conveyances of land generally. In *Carritt* v. *Real and Personal Advance Co.* (42 Ch. D. 263), CHITTY, J., said:—"It appears to me that I am not at liberty to say at this day that where purchasers are dealing with real or leasehold estate, they are not entitled to frame their deed (so long as they do not make any direct misrepresentation on the face of it) according to the ordinary forms used by conveyancers, and according to those forms which disclose a part only of the transaction." These dicta are both by judges of first instance, though of high reputation. Quite recently the same principle was affirmed by the Court of Appeal in *Re Chafer & Randall's Contract* (60 SOLICITORS' JOURNAL, 444; 1916, 2 Ch. 8), where it was pointed out that on transfers of mortgages held by trustees, and also in the case of conveyances generally of trust property, it was the practice of conveyancers to frame recitals in the deed accounting for the transfer without disclosing the trust; and conveyancers properly abstained from inquiries which, if answered, would oust their client from the position of a purchaser for value obtaining the legal estate in good faith without notice of any trust.

The Effect of a 10s. Stamp on the Disclosure of Trusts.

BUT WHILE a conveyance may be so framed as regards the recitals as to keep off the face of it notice of the trust which everyone knows in all probability exists, it has till recently been possible for this device to be defeated by the stamp which the conveyance bears. If, for instance, it is a transfer of a mortgage it should bear an *ad valorem* stamp, which, if the amount transferred exceeds £2,000, would be over 10s., and accordingly a transfer of such a sum which bears only a 10s. stamp is, on the face of it, insufficiently stamped, except on the assumption that it is made for effectuating the appointment of a new trustee. In *Re Soden & Alexander's Contract* (*supra*) a series of four conveyances, dated in 1899, 1900, 1906, and 1910, were framed in the ordinary form so as to avoid disclosing any trust, while at the same time suggesting that they were in fact made either on the appointment or retirement of trustees, and in the last two of them, which were releases by one of several joint tenants, the releasing party purported to release "as trustee." But this last point YOUNGER, J., did not regard as carrying the matter further than the recital of the title of the beneficial title of the releasees. On the assumption of the correctness of this recital the releasor was a trustee for them, and properly released as such. And since none of the deeds separately disclosed a trust, the learned Judge declined to allow a cumulative effect to them. And as to the 10s. stamp, this was sufficient, except for the possible effect of section 74 of the Finance Act, 1910. This not being the case of a transfer of a mortgage, and there being no suggestion of a conveyance on sale or of a mortgage, 10s. was the appropriate stamp, whether the deed was executed to give effect to a change of trustees or not. Section 74 introduces a difficulty, because a voluntary disposition now requires *ad valorem* duty, unless (*inter alia*) made by a trustee in favour of a beneficiary. But with commendable astuteness the learned Judge held that the deed might well come within the exception, for, on the face of it, the releasor was, as just pointed out, a trustee for the releasees, and there was nothing to shew that he was a trustee for anyone else. It was suggested that the adjudication of the stamp would give notice of a trust, but the ground of this suggestion is not clear, and YOUNGER, J., held that it formed no objection. He appears to have been influenced to some extent by the analogy of section 13 of the Conveyancing Act, 1911, under which a trust is not disclosed by the fact of the transfer bearing a 10s. stamp, whether adjudicated or not. But there appears to be a doubt whether that section is really effective for the purpose intended (see 61 SOLICITORS' JOURNAL, p. 110, where a "not" was accidentally omitted—"The Act does *not* provide," &c.), and the analogy is not required. Altogether the case is a very interesting application of the line of reasoning which enables trusts to be kept off a title.

Deduction of Income Tax from Rent.

WE PRINT elsewhere a letter from an esteemed correspondent calling attention to the inconvenience which may arise from the decision of the Court of Appeal (reversing the late Mr. Justice LOW) in *North London and General Property Co. (Limited)* v. *Moy (Limited)* (1918, 2 K. B. 439) to the effect that a landlord is bound to allow deduction by a tenant from his rent of a payment of income tax, notwithstanding that the tenant refuses to produce the collector's receipt for the payment. The decision, of course, is opposed to universal practice, and, although the Court of Appeal (PICKFORD, WARRINGTON, and SCRUTTON, L.JJ.) were unanimous, and, we presume, were technically right, yet the grounds of the decision were purely technical, The Income Tax Acts impose on the tenant the burden of paying the landlord's tax, and then provide that the landlord shall allow, under a penalty, a deduction of the amount so paid from the rent: see Income Tax Act, 1842, s. 103. The Act of 1853 makes the matter still clearer, and provides by section 40 that every person liable to the payment of any rent "shall be entitled, and is hereby authorized, on making such payment, to deduct and detain thereout" the amount paid . . . and the person liable to such payment shall be "acquitted and discharged of so much money as such deduction shall amount to, as if the amount thereof had actually been paid unto the person to whom such payment shall have been due and payable"; and the deduction is to be allowed by the person entitled to the rent under a penalty. This is reproduced with variation of drafting in the Income Tax Act, 1918. It was natural for Low, J., to assume that, since the right to deduct depended on actual payment the tenant should be under the corresponding liability to give evidence to the landlord's reasonable satisfaction that the tax had been paid, and the proper evidence is the collector's receipt. And, indeed, the Court of Appeal does not seem to have doubted that evidence of payment must be given. The only question is when this must be done, and the decision is that it need not be done until the landlord has brought his action for the full rent. He can then be defeated by the tenant producing the receipt in the action. The payment has in fact been made, and the landlord's claim is wrong, though, owing to the tenant's conduct, he has no chance of knowing this until he has incurred the expense of the action. The Court of Appeal considered this result to be in accordance with *Tinckler* v. *Prentice* (4 Taunt. 549), where it was held to be a good plea to an action of debt for rent that the tenant had paid the property tax. We do not find that the necessary amendment was made by the recent Income Tax Act, but the decision, though only now reported, was given last February, so there was plenty of time for it to be dealt with by the draftsman. For various matters of inconvenience which it will cause we may refer to the letter of our correspondent "H."

Scintillæ Juris.

We note with pleasure that Mr. Justice Darling has commenced the sittings in quite his accustomed form. To relieve Lyons & Co. (Limited) of the Entertainments Tax by a quotation from "Alexander's Feast" was a pleasing conceit. And we are the more interested because by happy chance we took up recently the new edition—though now four years old—of "Scintillæ Juris" and "Meditations in the Tearoom" (Messrs. Steven & Haynes). During these years humour has been at a discount, whether on the Bench or off it. But with happier times approaching may we say that the lawyer's fancy lightly turns to "Scintillæ Juris"? He will learn—to cite only a few instances—that "Counsel should, in all courts, use more of deference in proportion as the Bench have less of learning." But we should be sorry to go round His Majesty's Courts and mark where deference is greatest. In this country the prisoner in the dock is accorded a position of great advantage, for he is the only person presumed to be innocent of the crime; a matter of importance to all, "for we know not where any one of us may be to-morrow, and, perchance, *de te fabula narratur.*" Among the hints for cross-examination we have, "Never torture a witness longer than he will wriggle in a lively fashion; for it is not the pain but the contortions of the victim which amuse lookers-on"—a cynicism which, we trust, will be lost on the present humane generation. But perhaps the most unkindest cut of all is at Equity, into which it is necessary to go "with clean hands":—"But, perhaps, having clean hands, it were better not to go into Equity at all." To turn to the "Meditations in the Tearoom"—"It is a terrible thing to contemplate, but it is possible that the complete prevalence of liberal opinions may in time do away altogether with the Liberal party"—a consummation to be devoutly wished or not according to the point of view.

A Ministry of Justice.

The Unity of the Legal Profession.

[This article, although in a different form, is in continuation of previous articles dealing with various phases of legal "reconstruction" which will be found in 62 Solicitors' Journal, pp. 782, 802, 819. Our readers will, no doubt, agree that it ought to have the greater prominence now given to it.—Ed. *S.J.*]

Speaking generally, and no doubt intent upon suggesting tendencies rather than affirming facts, the late Lord Salisbury once remarked that if you sought the remedy for any international difficulty from the soldier there was always one solution only, and that implied war. In this the professional point of view on the part of the Profession of Arms is expressed in its ultimate terms, and, in order to counter it, it is the policy of this country to impose a civil head, as representing the State, on both the Navy and the Army. In this way the people remain supreme, and the naval and military forces take their proper place as instruments in the hands of the people for use as and when required. With the Judicature, though the Bench enjoys such independence as flows from security of office during good behaviour, and though the Bar is under no statutory control, still it may be said that the Judicature was made for the people and not the people for the Judicature, and in the case of the Judicature, as in the case of the Navy and Army, the appointment of a civil or non-professional head is the most logical and direct assertion of the fact. And, moreover, it is the most necessary one. For public control over organization and procedure, as supplementing public control over law, is at the root of efficiency in the administration of the law, for it is in organization and procedure that vexations more especially lie.

In the past efficiency was attributable in some measure to the competition that waged between the two rival branches of the Judicature; but since the fusion of law and equity effected by the Judicature Acts an amalgamation has been brought about and a great monopoly created. And the movement thus initiated has gone on; for already a notable extension of it has been effected in the establishment of the Court of Criminal Appeal, which, in its result, has "side-tracked" the prerogative of the Crown and to a large extent placed the exercise of clemency itself under the dominion of precedent. And in the formation of the Rule Committee we have a purely professional body, consisting of judges, counsel and solicitors, constructing the profession's own procedure, and, in the process of heaping Ossa upon Pelion, adding year by year to the bulk and to the complexities and obscurities of it. And, notwithstanding the profound public importance of its decisions, the only submission to public control is the largely formal one of advertisement in the *London Gazette* of any new Rules of Procedure proposed and their presentation to Parliament for a stated period.

In the absorption of equity the common law took over nothing that differed in nature from itself. For equity, as administered by the Court of Chancery, is no longer equity. It has become law, for, like law, it is held fast in the chains of judicial authority and the inflexibility of a cramped procedure. Equity as originally administered is dead, for the virtue of it in its relation to law resided in its greater generosity of doctrine and its superior elasticity of method, and both these qualities have long since ceased to exist. Fundamentally, equity represents the appeal to the Sovereign in person, as being the fount of natural justice. It originated in the unfettered judgment of the King, exercised, as may be, according to the dictates of common sense or the promptings of the heart. As these appeals grew in number the King acted by deputy, and the Chancellor, as keeper of his conscience and administrator of his grace, entered on his judicial office. A system gradually evolved, forms and procedure emerged, and eventually the Chancellor's Court, or, as it is called, the Court of Chancery, was established, a Court founded on the avowed principle of supplementing the common law, moderating its rigours, and alleviating suitors from the hardship of that *Jus strictum* into which it had sunk in consequence of the retrograde tendencies inherent in a body that puts its own interests above the public weal.

So long as the Court of Chancery retained its youth, its freedom and elasticity were preserved, and the illumination it shed on our jurisprudence was maintained. But the administration of equity, like the administration of law, in course of time became more and more bound and confined within the channels of its own precedents and the technicalities of its own procedure, until it, too, became a *Jus strictum*, differing little from the common law except in point of identity of the judicial decisions it had made its own. As a matter of fact, it compared unfavourably with the common law; for the hardening of equity has been accompanied by an amelioration of the common law, brought about by reform, until the latter has become marked by more liberality of judicial thought, by a greater freedom in practice, and so by a nearer approximation to that reservoir of natural justice from which it, no less than equity, originally sprang.

With the decline and fall of equity as a separate and independent administration, an ascendancy in the Judicature has been reached that will tend to stay the progress of reform in it, and encourage that professional obscurantism from which a concurrent and rival jurisdiction saves it. For though the Legislature is paramount in the creation of law, the Judicature is virtually master of its own organization and procedure, and, on this account, the advancement of public control over organization and procedure is the most pressing need of the time, for, left to themselves, they will tend to set and harden like concrete.

With the demand that is now impending for a rebuilding of the fabric of society a jurisprudence cramped and bound by the forms and precedents of a spent age can have only partial relations with a future issuing out of events such as are now current. With our manhood initiated by trial and suffering in the first principles of things; with the new aptitude it has acquired in military service of quick conception and immediate execution; and with the entry of women into

public life, bringing with them that mother-wit that makes philosophy spontaneous: these are factors of such elemental bearing that they cannot fail to make a deep impression on our jurisprudence. We are, in fact, being taken back to the root of things, and, in our endeavour to keep the door of natural justice ajar, the lessons of early times become again material for our instruction. If we were to trace equity to its source according to human annals and attempt to exemplify it by reference to its rudimentary expression, we should turn to Biblical records. In the judgment of Solomon the task was set of determining the elementary question of motherhood under exceptional conditions, and, in the performance of it, all such accustomed forms and usages as then obtained were set aside, and the issue was determined according to good conscience and the bare rights of the case. Had the claim arisen under our own system of jurisprudence as it obtained when common law held sole sway, or, what is more to the point, as it may again obtain if its ascendancy go unchastened, it would have failed, and failed probably in point of form. Owing to the novelty of the issue, either it would have found itself outside the acknowledged classes of cases for which alone remedy at law prevailed; or, if the claim were presented under one of them, it would most likely have failed through some perverse judgment of the Court upon grounds of error in classification, and a petition to the King in Parliament or in Council would have afforded the sole means of redress.

Against the perils of reaction to such a point as this, society has to safeguard itself, and the dangers, under present conditions, will grow more and more threatening the longer public control over organization and procedure is delayed. For it must be remembered that an organism knows no law but the law of its own development, and tends to grow to the detriment of other organisms in its vicinity. Conformably to this, every guild of men representing in its corporate capacity some distinct field of labour tends to exceed in the process of its development the limit imposed by the general law in its care for the co-ordinate growth of the whole. Thus, it would contribute to the advance of the art of medicine were experiments made on living human beings, but to this the general sense is antagonistic; and if we sought to indicate the direction of excess which is more particularly the snare of the legal profession if uncontrolled, we would point to a work published in the days of its degeneracy in the sixteenth century, from the pen of BARTHOLOMEW CÉPOLA, instructing the attornies of his day how to evade the most precise law and to carry on suits *ad infinitum*. Thus, the law determining the development of a part tends to be in conflict with the law determining the development of the whole, and if we seek to know where we already stand in these relations in point of legal procedure, we have only to set in contrast the prompt and direct methods of getting payment of money from a bank with those obtaining in Chancery for getting payment of money out of Court.

It is the defect of the Judicature, as touching its organization and procedure, that it is without that constitutional representative which the Navy possesses in the First Lord of the Admiralty and the Army in the Secretary of State for War, and which renders matters of national defence the subject of Parliamentary criticism and comment, and the representatives themselves responsible to Parliament for the due exercise of their powers. Efficiency is maintained in these services in consequence of their exposure in this way to the judgment of the representatives of the people, and it is believed that the same efficiency would be preserved in the Judicature if the same light were shed upon its working. In this way equity, in effect if not in name, would become again a real and living thing in our midst, and the amelioration brought about in earlier times by the Sovereign through his Chancellor would, by means of a new vitality given to organization and procedure, now be brought about by the Sovereign through his Minister of Justice.

In the foregoing the appointment of the new Ministry has been considered from the point of view of public interest, but it has professional importance of no less weight. Primarily the Minister of Justice will denote the unity of the legal profession and the culmination of its growth. At present there is no authority competent to contrive the welfare of the profession as a whole or to speak on its behalf, and this is a source of weakness. We know the advantages that come from unity of command. The same benefits arise from unity of representation, and this we lack. The consequence is that the profession is unprotected against intrigue when withdrawal or reduction of its privileges is sought, and it becomes an easy prey to political attack. There is much to protect, and the Bar has most; yet the Bar allows encroachment on the solicitor's domain to go by default, as if it had no concern in the fate of the profession so long as attack were confined to its outskirts. Though outwardly pacific in their relations, the various branches of the profession seem at heart more apprehensive of encroachment *inter se* than they are of public invasion, and they must beware lest they sink into a kind of Balkan feud, in which local rivalries obscure larger international currents and ruin steals in unperceived.

On these considerations the safety of professional interests is best secured by a timely closing of the ranks. In point of symmetry the profession occupies the position the Judicature held in the matter of accommodation when causes were tried partly at Westminster and partly at Guildhall, and interlocutory procedure was conducted near Chancery-lane. Architecturally, the unity of the profession was achieved in the erection of the Royal Courts of Justice, and who will say it was not raised in dignity, importance and usefulness thereby? The organic elements now require to follow in the pathway of the inorganic, and the key to the position lies in the appointment of the new Minister, for he will be the very sign and symbol of the profession's embodiment, and of those blood relations with the people that are at the root of its efficiency.

The Doctrine of *Re Cornwallis-West*.

I.

THE decision of FARWELL, J., in *Re Cornwallis-West and Munro's Contract* (1903, 2 Ch. 150, 51 W. R. 602) is an illustration of the inconvenience which is caused when an imperfectly understood doctrine of the old law is made to affect the operation of a modern statute.*

In *Re Cornwallis-West* a testatrix who died in 1850 devised lands to A.B. for life, with remainder to his sons successively in tail, and empowered A.B. to appoint a jointure to any wife whom he might marry. A.B. exercised this power in 1872 on the occasion of his marriage. In 1895 A.B. and his eldest son, C.B., disentailed and resettled the estate in the usual way; by the resettlement provision was made for paying off certain mortgages affecting A.B.'s life estate; a yearly rentcharge was made payable to C.B., and the lands themselves were limited to the use of A.B. for life in restoration and by way of continuation of his former life estate under the will, with remainders over. Two persons were appointed trustees of the settlement for the purposes of the Settled Land Acts. In 1902 A.B. sold part of the land and offered to convey it in exercise of his statutory powers as tenant for life under the resettlement, his wife concurring in the conveyance to release her jointure. The purchaser, however, maintained that A.B.'s life estate was the old life estate under the will, and not a new estate under the resettlement, and that as there were no trustees of the will for the purposes of the Settled Land Acts he could not exercise his statutory powers. FARWELL, J., decided in accordance with this contention (see *Re Lord*

*We understand that *Constable's Case* has just been heard on appeal, and that the Court of Appeal has reserved judgment. But for accidental circumstances these articles would have been published earlier. Inasmuch, however, as the question is a pure conveyancing question of great interest, we think, with deference to the Court, that there can be no objection in publishing them now.—ED. *S.J.*

Wimborne and Browne's Contract, 1904, 1 Ch. 537, 52 W.R. 334).

The decision has recently been followed by SARGANT, J., in *Re Constable's Settled Estates* (62 SOLICITORS' JOURNAL, p. 718). Nevertheless, it is respectfully submitted that it is erroneous, and that FARWELL, J., was led into error by two misconceptions.

In the first place, the learned Judge was plainly under the impression that, if a person entitled to an estate of freehold conveys it to a grantee to uses, he can, if he expresses an intention to that effect, make it come back to him so that he is thenceforward seised by virtue of his original estate, and not by virtue of a new estate. It is submitted that this view is contrary to the elementary principle—so elementary as hardly to require stating—that, if an instrument has a certain operation given it by law, it cannot be prevented from having that operation by an expression of intention by the parties. If a man covenants absolutely to do a thing, and by the same deed stipulates that he shall not be personally liable for a breach of the covenant, this stipulation is ineffectual, and his liability remains. So if property is conveyed to a man by a certain instrument, and the parties declare that he shall take it under an instrument of earlier date, this declaration is repugnant and void.

At common law there is an apparent exception to the general principle. If a man conveys land upon condition and afterwards re-enters for condition broken, he is seised in his former estate (Litt. s. 325, see the strange case of *Holloway* v. *Pollard*, Moore, 761, as explained in Sugden's edition of Gilbert on Uses, 100*n*, 155*n*). But this result is produced by operation of law, and not by the intention of the parties, and the reason for it is obvious: the grantor does not part with his whole interest, for the estate taken by the grantee is defeasible, leaving a right of re-entry in the grantor, and when that estate is defeated by the entry of the grantor, his original estate is restored. The difference between this and a reconveyance—as in the case of a modern mortgage—is equally obvious: in the latter case the reconveyance gives the mortgagor a new title.

It is hardly necessary to point out that in *Re Cornwallis-West* there was no question of an estate upon condition, and it is clear that, but for the "restoration" clause, the father would have taken a new estate for life under the resettlement. In *Re Mundy and Roper's Contract* (1899, 1 Ch. 275), where there was no restoration clause, LINDLEY, M.R., and CHITTY, L.J., said that the life estate of the vendor "must be treated as a new life estate arising under the resettlement." In *Re Cornwallis-West* the father conveyed his life estate, and the son conveyed his estate tail (both arising under the will) to two grantees to uses in such a way that the estate tail was enlarged into a fee simple and the life estate merged in it: the grantees to uses thus became seised of a new estate in fee simple in possession. They had no estate before. It was necessary that they should be seised in fee simple in possession, because otherwise the uses subsequently declared would not have been executed by the Statute of Uses. These uses took effect out of the seisin of the grantees, and the father and son took new estates by virtue of an appointment under the overriding power given to them by the disentailing deed. This is clearly stated in Farwell on Powers (3rd ed., 310):

> "The exercise of a power of appointment divests . . . the estates limited in default of appointment and creates new estates."

The words "in restoration and by way of continuation" of the former life estate, inserted after the limitation of the new life estate, were inserted in order to keep alive the old powers, and they had this effect, quite independently of the question whether the father was really "in of the old use" or not. This latter question has long been considered doubtful, but as it was of no importance before the Settled Land Act, 1882, was passed the text books treated it as immaterial (Davidson, Prec. Conv. iii., 596). The point decided by FARWELL, J., in *Re Cornwallis-West* had not previously, it is believed, been the subject of judicial decision, although it was referred to in *Northumberland* v. *Inland Revenue Commissioners* (1911, 2 K. B. 343). It is an important point, for if there is a rule that old uses can be restored by a mere declaration of intention by the parties to that effect, as the learned Judge seems to have thought, it would be well to know how far it extends. It must be a rule of limited application, for otherwise the whole practice of conveyancing would be revolutionized. Fortunately, however, there is good reason to believe, as we shall see presently, that there are now only two rules under which a man can be "in of the old use," and that they are of limited application.

This brings us to the second misconception by which FARWELL, J., seems to have been influenced. In his judgment he said:

> "It is sufficient for me to say that, in my opinion, the old life estate in this case has been restored—that is to say, that the life estate created by the will of Mrs. WHITBY is still the life estate that is now in existence: in saying this I am simply following the decision of PEARSON, J., in *Re Wright's Trustees and Marshall* (28 Ch. D. 93), which was approved by STIRLING, J., in *Re Du Cane and Nettlefold's Contract* (1898, 2 Ch. 96).

The learned Judge does not seem to have noticed the difference between *Re Wright's Trustees* and the case before him. In *Re Wright's Trustees* the powers which it was proposed to exercise were powers originally created by will and operating by way of use, while in *Re Cornwallis-West* the powers which it was proposed to exercise were powers created by statute. There is an essential difference between the two kinds of powers. Powers operating by way of use arise by virtue of the intention of the settlor, and the question of their destruction or preservation is also, as a general rule, one of intention. A power appendant, given to a tenant for life, is not destroyed by an absolute alienation of his life estate (*Alexander* v. *Mills*, L. R. 6 Ch. 124), and therefore, on a disentail and re-settlement, the powers conferred on the tenant for life by the original settlement can be kept alive by an expression of intention to that effect. This is (or rather was, before the decision in *Re Cornwallis-West*) usually done by saying that the life estate limited to him by the re-settlement is in restoration and by way of continuation (or confirmation) of his life estate under the original settlement. It is quite immaterial, for this purpose, whether the life estate limited to him by the re-settlement is really his old estate or not; the important thing is that his powers under the original settlement should be kept alive (see *per* LINDLEY, M.R., and CHITTY, L.J., in *Re Mundy and Roper's Contract*, 1899, 1 Ch., at p. 294), and this is the effect of the "restoration" clause, because it expresses the intention of the parties. The only question which PEARSON, J., had to decide in *Re Wright's Trustees and Marshall* was whether the old powers had been preserved, and he decided, quite correctly, that they had.

The statutory powers conferred on tenants for life (and other limited owners) by the Settled Land Acts are of a totally different nature. So far from being created by the intention of the parties, they may, and often do, arise in a way which is not desired or intended. That, indeed, is the fundamental principle of the Acts. The statutory powers are conferred, not for the convenience and benefit of settlors and tenants for life, but in order to make settled land beneficial to the community: *Bruce* v. *Ailesbury* (1892, A. C. 356). Speaking generally, every person beneficially entitled in possession to a life interest in land has the statutory powers. The settlor cannot prevent them from arising or being exercised, and the tenant for life cannot debar himself from exercising them, or release them, or lose them by assigning his estate. On the other hand, the statutory powers cannot be created by the mere intention of the parties: a declaration by a settlor that X., a person who does not answer the statutory definition of a tenant for life (or other limited owner), may exercise the statutory powers would be merely nugatory, except so far as the settlor can, independently of the Settled Land Acts, confer similar powers; in that case they are incorporated in the settlement by reference, not by virtue of the Acts, and they

have no statutory operation. It follows that the first question to be answered in every case is whether the person who desires to exercise the statutory powers has, or formerly had, such an estate or interest in the land as causes them to vest in him in accordance with the provisions of the Acts. It is not a question whether the settlor wished him to have them, or whether the parties to a disentail and re-settlement wished them to be kept alive. Intention, by itself, has nothing to do with the question. This is the difference between *Re Wright's Trustees* and *Re Cornwallis-West*, and it is submitted that FARWELL, J., was wrong in treating the decision of PEARSON, J., which had nothing whatever to do with the Settled Land Acts, as an authority on the point which arose in *Re Cornwallis-West*. It did not arise in *Re Wright's Trustees*.

At the same time it must be admitted that in *Re Wright's Trustees* PEARSON, J., although he laid great stress on the intention which was shewn by the parties to keep alive the old powers, made use of expressions which imply that they had succeeded in doing so by "restoring" the original estate of the tenant for life. He arrived at this conclusion in a manner which shews a singular lapse from accuracy on the part of a judge whose accuracy was usually beyond question. He relied on *Harrison* v. *Round* (2 D. M. & G. 190), but unfortunately he failed to notice that in that case the original life estate was not "restored"; it was excluded from the operation of the recovery by an ingenious application of the common law rule (above referred to) that if land is granted upon condition, and the grantor re-enters for breach of the condition, he is seised in his former estate (Litt. s. 325). In *Harrison* v. *Round* the father conveyed away only part of his life estate, retaining the rest, and the part which he conveyed away was conveyed subject to the performance of an impossible condition (the payment of £100,000), on breach of which, after the recovery was suffered, the part conveyed away came back to him and merged in the reversion which he had retained, so that he was thenceforward entitled to the whole of his original life estate: see Co. Litt., 203 b., Butler's note; Vaizey on Settlements, ii. 1506, where the object and working of this complicated machinery are explained. There was, therefore, no question of "restoring" the old life estate. But the device employed in *Harrison* v. *Round* has been rendered unnecessary and obsolete by the Fines and Recoveries Act, and was not resorted to in the case before PEARSON, J. In that case the father conveyed the whole of his life-estate, unconditionally, to a grantee to uses: the estate tail in remainder was granted to the same person, and on the enrolment of the deed he became seised of an estate in fee simple in possession: the father's original life estate was swallowed up in it and disappeared. PEARSON, J., thought, on the authority of *Harrison* v. *Round*, that a mere expression of intention was sufficient to restore it, but this was a misconception on the part of the learned judge, caused by his failing to see the fundamental difference between the two cases. The point, however, was quite immaterial in *Re Wright's Trustees*.

We now come to a more serious difficulty, and that is an expression of opinion (for it is really nothing more) by Lord ST. LEONARDS himself as to the effect of the "restoration" clause in a re-settlement. This requires explanation.

It is well known that Lord ST. LEONARDS was under the mistaken belief that a power appendant given to a tenant for life is extinguished by an absolute alienation of his estate (Powers, 57 *seq.*). Assuming this view to be accurate, it was necessary to discover some way of keeping alive the powers of a tenant for life on the occasion of a disentail and re-settlement, if the life estate had to be included (in modern re-settlements it generally has to be included, in order to let in annuities or charges in front of it, or for some similar reason). Lord ST. LEONARDS' way out of the difficulty was bold and ingenious: he said that a re-settlement was an exception to the general rule, and that an absolute alienation of a life estate for the purpose of making a re-settlement did not extinguish the powers of the tenant for life if the parties expressed an intention that the life estate and the powers should be preserved (Powers, 71):—

> "Although the whole estate of the donee of the power is conveyed by him, yet if it is by way of re-settlement, and the prior uses are re-limited, and the prior powers of sale and exchange saved and confirmed, these powers may still be exercised, although present powers of sale and exchange are reserved by the new settlement to different persons. *The old use is restored*, the intention is expressed, and no incumbrance is created to prevent the exercise of the old powers."

In support of this dictum (as it is convenient to call it) the only authority cited by Lord ST. LEONARDS consists of two cases: *Roper* v. *Halifax* (8 Taunt. 845) (better reported in Sanders on Uses, 186-199) and *Jersey* v. *Deane* (5 B. & Ald. 569). If the reader takes the trouble to examine these cases he can hardly avoid a feeling of astonishment that the learned author should have cited them in support of his dictum, for in neither of them was there any question of an old use being restored: in each case the tenant for life retained his original estate, and the only question was whether the old powers had been destroyed or released.

In *Roper* v. *Halifax* the father did not bring his life estate into the disentail and re-settlement. The same elaborate precautions to keep it out were taken as in the case of *Harrison* v. *Round* (referred to above), including the £100,000 clause: that is to say, the father only conveyed part of his life estate, retaining the reversion, and the part which he conveyed was subject to the payment of £100,000: "the money, of course, was not paid, and then the tenant for life was in of his old estate to which the powers were annexed" (Sugden, Powers, 73). Be it noted that he was not in "of the old *use*": when the particular estate which he had conveyed away came back to him and merged in the reversion which he had retained, it did not come back to him by way of use, but by the rule of the common law above referred to, according to which a grantor who re-enters for condition broken is seised in his old estate. The father was no party to the recovery, which, therefore, operated only on the estate tail, leaving the father's original life estate unaffected. There could not possibly be any question of "restoring" his life estate by way of use: an estate cannot be "restored" if it is never taken away. Apart from the operation of the £100,000 clause, the father always retained the reversion of his old life estate, and this alone, according to the text-books, was sufficient to keep alive the powers annexed to it (Butler's note, Co. Litt. 203b: Sugden, 66).

The point involved in *Jersey* v. *Deane* was in substance the same. In that case it was desired to vary the ultimate limitation in fee simple contained in a marriage settlement, and a deed of covenant was accordingly entered into by which it was agreed that a fine should be levied for the purpose, but it was expressly declared by the deed of covenant that the fine should operate to corroborate the uses of the settlement which preceded the ultimate limitation. The court held that the fine did not affect a power of sale comprised in those antecedent uses. Here again there was no question of "restoring" the old uses: they had never been taken away: the variation in the ultimate limitation could be made, and was made, without altering the uses which preceded it; they remained unaffected.

CHARLES SWEET.

(To be continued.)

At Bow-street Police Court, on Wednesday, Mr. Graham Campbell had before him the adjourned summonses against the Rolls House Publishing Company (Limited), Messrs. Oliphants (Limited), Herbert Jenkins (Limited), W. H. Collingridge, S. G. Madgwick, and H. Evans & Sons for failing to deliver to the trustees of the British Museum, within one month of issue, copies of certain books published by them. Mr. Arthur Bryan, for the prosecution, said that since the cases were last before the court the defendants had in each instance made good their default. The books had been delivered as required by law, the costs had been paid, and everything had been settled to the satisfaction of the trustees, on whose behalf, therefore, he asked for leave to withdraw the summonses, and the magistrate assented.

German Views of the Law of Angary.

By CHARLES HENRY HUBERICH, J.U.D., D.C.L., LL.D., of the United States Supreme Court Bar, and RICHARD KING, Solicitor of the Supreme Court, London.

IN view of the controversies that have arisen in reference to the seizure of neutral shipping in the exercise of the so-called right of angary, the views of German authorities and the practice of the German Government are of special interest.

At the close of the eighteenth century and at the beginning of the nineteenth century, there was a tendency on the part of German publicists to deny the exercise of the right of angary, or at least to permit its exercise only within narrow limits. This found expression in the treaties of 19th September, 1785 (art. 1), and 11th July, 1799 (art. 16), between the United States and Prussia, and of 17th June, 1818, between Prussia and Denmark. It was part of the general effort in this period to protect and extend neutral rights.

VIEWS OF GERMAN JURISTS.

Among the German writers on international law of this and the succeeding periods, we find the exercise of the right denied by Bulmerincq (Holtzendorff, Handbuch, 1889, IV., p. 100) and Ullmann (Völkerrecht, 1908, p. 527). Ullmann, however, notes that certain German treaties recognize the existence of the right.

Heffter (Europäisches Völkerrecht, 8th ed., p. 334) recognizes the existence of the right, but would confine its exercise to cases of "gravest necessity" and only upon payment of compensation. Von Martitz (Völkerrecht, 1906, p. 476) and Perels (Das Internationale Oeffentliche Seerecht, 1903, II., p. 221) regard the right as an existing one, and Geffcken (Holtzendorff, Handbuch, 1889, IV., p. 771) subjects all neutral property within the jurisdiction to the power of the state within which it is located. "It is within the right of the belligerent," he says, "to take the same if such taking is demanded by the exigencies of war." Von Liszt (Völkerrecht, 10th ed., 1915, p. 356) holds that the right is exercisable as one of necessity.

Dr. Hans Wehberg, in his recent work (1915), on "Seekriegsrecht" (p. 70), fully recognizes the existence of the right:

> "A number of writers, e.g., Kleen, are sharply opposed to the right of angary. It must be admitted that in the future the same might be limited. At least the rule might be adopted that its exercise should be restricted to the territorial waters of the belligerents. It must also be considered that the use of neutral vessels, as auxiliary cruisers, is always attended with the danger of loss, and, therefore, may be prohibited in the same way as the use of neutral prizes for auxiliary purposes."

But even here, as is pointed out in a note, the situation is not identical, because the exercise of the right of angary is always subject to the payment of compensation, and, moreover, is conditioned upon the existence of a war necessity. Dr. Wehberg points out that the right to requisition vessels and cargo not subject to capture is denied in the German Prize Code, art. 9. But he adds: "Before other states have adopted this view, it will be difficult to demand a general adherence to this view."

Dr. Schramm, legal adviser to the German Admiralty, in his work entitled "Das Prisenrecht in seiner neuesten Gestalt," published in 1913, recognizes unqualifiedly the right of a state to regulate by national law the requisition of neutral ships within the jurisdiction. This right, he points out, is not a right of prize, but, like the latter, it is founded on the necessities of war. "In its essence, the right of angary is a forced sale or charter of ships for any military purposes, even for the purpose of their destruction. It permits the requisition of merchant vessels even when the law of prize does not accord a right of seizure." The fundamental difference between a seizure as prize and one under the right of angary is that the latter must be exercised upon compensation and only within the territorial waters of the belligerent. He adds that while such authorities as Bonfils, Kleen, and Ullmann deny the existence of the right, it is recognized by Perels, Bluntschli, and Geffcken. Of the greater naval Powers, he says, the right of angary is recognized, among others, by Germany, which has done so in a number of treaties.

RECOGNITION IN TREATIES.

Among the treaties entered into by the German Empire during the second half of the nineteenth century, recognizing the existence of the law of angary, are those with Columbia (23rd July, 1892), Portugal (2nd March, 1872), Mexico (5th December, 1882), Honduras (12th December, 1887), Guatemala (20th September, 1887), Nicaragua (4th February, 1896), Costa Rica (18th May, 1875), San Domingo (30th January, 1885), Spain (12th July, 1883), and Hawaii (25th March, 19th September, 1879). These treaties generally provide for the payment of compensation.

Commenting on these treaties, Albrecht, in his work, "Requisitionen von neutralem Privateigentum, insbesondere von Schiffen," published in 1912, says (pp. 39-44):

> "The treaties entered into by the German Empire almost uniformly recognize in principle the right of States to take such measure (to wit—seizures) and merely provide for certain securities in its exercise. . . . Viewing the treaties of the German Empire in their entirety, it may be said that in general they recognize the right of the State to detain foreign vessels, to utilise the same for public purposes, and, with the exception of the treaty with Colombia, no distinction is made whether this is done in time of peace or in times of war. Consequently, this right may be exercised in time of war against neutral ships belonging to the nationals of the other party to the treaty. What, then, can we deduce from all these treaties concerning the German view of international law on this point? The only points which emerge are the following: It can certainly not be presumed that the intention was by some of these treaties to place German ships in a worse position with regard to the other contracting states than they would otherwise occupy by international law. We find among these contracting states a number of Central American Republics which, in fact, have a fairly general reputation for unrest and unreliability. It is highly improbable that Germany would have conceded to them more extensive rights in regard to German vessels than would belong to any sovereign state by international law; for if so, the treaties would represent a one-sided concession on the part of Germany, seeing that it is extremely rare for Dominican and Nicaraguan ships to enter German waters, while German ships frequently call at Central American ports. One may, therefore, safely assume that it was the intention in these treaties to place these ships in a more favourable position than they would occupy under the provisions of international law which the German Government held to be operative. From this it results that international law as interpreted by the German Government does not certainly create a better position for ships than the arrangements contained in the treaties, which, as regards neutral navigation, are exceedingly unfavourable. Hence, international law would at the best confer a position not more favourable than that provided for in the treaty with Colombia."

THE DUCLAIR CASE.

The German authorities differ upon the question whether the sinking of the six British vessels in the Seine at Duclair in 1871 is to be regarded as an exercise of the right of angary, or the exercise of the right of military power within the zone of military operations to do everything necessary for the security of the troops. Bluntschli (Modernes Völkerrecht, 1878, Sect. 795a), regards this incident as one belonging to the latter class. "It was," he says, "it is true, a forcible violation of English property, but if the act was necessary on military grounds, it was justifiable in the same manner as the seizure of accumulated food stuffs belonging to neutrals would be, subject, however, to the payment of compensation to the individuals whose property is taken for reasons of the public good. Bismarck, in his reply to the English Ambassador in Berlin (28th January, 1871), regarding the Duclair case, set forth the military necessities and denied any pecuniary liability, stating that if any such liability existed, it rested upon the belligerent within whose territory the destruction took place. The payment to the British owners was made as of grace, without admitting any legal liability."

It is also to be noted that the German law of 13th June, 1873, relating to requisitions in time of war, provides that persons in the possession of ships may be required to place the same at the disposal of the military authorities. The law is not limited in this application to German ships.

SUMMARY.

Dr. Albrecht, in his work already cited (pp. 56-61), admirably sums up the existing German law:

> "The laws of war recognize the right in a belligerent in cases of military necessity to make use of neutral merchant vessels for his purposes. The owners must be compensated. . . . The proper legal ground for the exercise of this right is that foreign vessels, while they are within the territory of a state, are subject to the sovereignty of such state, and consequently to all actions which such state may deem necessary in view of the extraordinary circumstances. For this reason, neutral ships within the territorial jurisdiction of the belligerents are subject to such action as may become necessary as the result of the war, including requisition for service or for uses leading to the destruction of the ship. The exercise of the right is governed by the laws of the state, and is based on military necessity."

Correspondence.

A Paper Without a Printer.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

SIR,—An interesting case was heard by Sir Robert Wallace, K.C., at Clerkenwell Petty Sessions on Friday, the 11th inst. Miss Joan Beauchamp appealed against the decision of a police court magistrate who had convicted her of having published a paper whose imprint was illegal under the Printers Act of 1869. Miss Beauchamp claims to be the printer and publisher of the *Tribunal*, a weekly paper, and, in accordance with the requirements of the Act, her imprint is to that effect. The contention of the prosecution was that Miss Beauchamp was not, in fact, the printer, and although, to the lay mind, no evidence appeared to be brought forward in contradiction of her statement that she *was* the printer, her refusal to accept the onus of proof went against her, and the conviction was upheld.

The Act, however, provides penalties only in respect of copies "*printed by him*," and as the prosecution's case rests upon the fact that Miss Beauchamp did *not* print the paper the penalties cannot be inflicted! Sir Robert Wallace, therefore, was forced to dismiss the accused, although upholding the conviction. It is left for Sir Archibald Bodkin, the prosecutor, to state a case for the High Courts.

But an interesting point arises: Miss Beauchamp is held by the Court not to be the printer; her imprint is therefore illegal. But the prosecution has produced no one who *is* the printer. Supposing Miss Beauchamp's statement that she is the sole printer to be true, the *Tribunal* has now legally no printer. The situation is probably without parallel. Can any of your readers suggest a legal imprint? The Act requires that the printer's "name and place of business or place of abode" shall appear on the paper. The Courts have decided that the person who claims to be the sole printer is not the printer. How, then, can she comply with the Act?

E. G. JENKINS.

7, Claremont House, Lithos Road, Hampstead, N.W. 3.

Deduction of Income Tax from Rent.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

SIR,—The judgment of the Court of Appeal in *North London, &c., Company* v. *Moy* (reversing Low, J.) to the effect that the landlord is bound to allow his tenant to deduct from his rent the income tax he has paid under Schedule A, without the receipt for such payment being produced, may be good law, but it will cause very great inconvenience and trouble in many cases.

Sometimes landlords who own considerable properties pay themselves the whole of the tax assessed on their whole property in one lump sum, so that the tenants are not asked to pay this tax. On other estates the tax on all holdings the rent of which is less than some figure, say, £30, is thus paid, but the tenants of properties assessed at a higher figure pay their own and deduct the payment from their rent. Again, where rents are due very early in the year, it is quite possible that the rent may be paid before the income tax.

In the former case it is not unlikely that some property may have been (perhaps accidentally) removed from the list of holdings the tax on which the landlord pays, and the tax obtained from the tenant, or on the other hand a tax hitherto paid by a tenant, may have been obtained from the landlord, or in the latter case a fraudulent tenant, especially one quitting, may have managed to avoid paying the tax, and yet deduct it.

The fact that a landlord is obliged to allow the tax, without any evidence as to the amount paid, or, indeed, of its having been paid at all, must lead to mistakes and confusion in many cases, and also facilitate fraud.

Again, in these days many owners of real property have to appeal for a return of property tax, as abatements are allowed in the case of incomes which are not inconsiderable, and applications will, to say the very least, be rendered much more troublesome where the official voucher cannot be produced.

I take it that it would hardly be disputed that, in the ordinary business of life, where any person is entitled to be repaid any money he has paid, whether such repayment takes the form of an actual payment in cash or is made by a deduction from some sum

due from the person entitled to such repayment, the fact that the sum of which repayment is claimed has been paid must be proved, and one would have imagined that in the case I have referred to the Lords Justices would have found some means to affirm the decision of Low, J., instead of supporting the contention of the defendants, whose conduct one of the Lords Justices described as having been "thoroughly and utterly unreasonable." H.

Hereford, 14th October, 1918.

Books of the Week.

Personalia.—By E. S. P. Haynes. (Selwyn and Blount. 4s. 6d. net).

Military Service. — The Military Service Acts Practice. Containing the Consolidated Acts, Proclamations, Regulations and Orders. With Notes of Cases and Tribunal Decisions. By William Henry Stoker, K.C., and Herbert Bentwich, LL.B. (Stevens and Sons, Limited. 7s. 6d.).

CASES OF THE WEEK.

Judicial Committee of Privy Council.

***Re* PART OF CARGO ex S.S. "ANTILLA" AND OTHER VESSELS.**
15th October.

Prize Court—Order Striking Out Claim—Final or Interlocutory—Right of Appeal—Naval Prize Court Act, 1864 (27 & 28 Vict. c. 25), s. 5—Order XV., r. 7.

In the course of proceedings in the Prize Court, the claimants were ordered to give discovery covering a large number of consignments by various ships. The order was not complied with, and, on the application of the Crown, more than six months having elapsed since the issue of the writ, Sir Samuel Evans, P., struck out the claim and condemned the cargo as lawful prize, and refused leave to appeal.

Held, that the order when made was not a final order, and therefore the claimants could not appeal as of right under section 5 of the Prize Court Act, 1864, as there was nothing in that section which enabled it to be made final by the action of the parties afterwards.

Motion. The claimants in the course of proceedings in the Prize Court were ordered to give discovery of documents in a large number of cases covering consignments in thirteen ships of goods of the value of £30,000 to £40,000. Having failed to comply with the order, the Crown moved to have the claim struck out and the cargo condemned as lawful prize. The President made the order, as asked, and refused leave to appeal. The claimants now asked for leave. On behalf of the Crown it was contended that the order was not a final order under the Act of 1864, and the claimants had no right of appeal under section 5.

Lord Sumner, delivering the judgment of the Board (Lords Parmoor, Wrenbury, Pickford, L.J., and Sir Arthur Channell), said the President condemned the cargoes of a number of vessels, of which *The Antilla* was the first. The appellants, Peder, Melin, & Co., were claimants to a portion of the goods, and they desired to appeal to this Court against the condemnation, and also against the order which was made by the President on the same application by the Crown, dismissing them from proceedings as claimants on the ground that they had not complied with an order previously made for discovery. The form in which the President's order was finally drawn up stated that the claimants had refused to obey the order for discovery, and thereupon the claim was struck out. The appellants said that under section 5 of the Naval Prize Court Act, 1864, an appeal would lie to His Majesty in Council from that order as of right, it being a final order. That raised the question for the decision of their lordships. It might be said on behalf of the appellants that the order made and the condemnation of the cargoes ought to be regarded as one, and, therefore, from the first the order was final since they were barred by it from any possibility of asserting their claim to the goods, or it might be regarded as finally disposing of their right to be heard, and therefore their chance of getting the goods claimed. The Board had only to administer the Act, and it was clear that there was a distinction made in the section between decrees, and particularly final decrees, and orders and decrees which were not final. If a decree was not final when made, there was nothing in the section which enabled it to be made final by the conduct of the party afterwards. To interpret this section in such a way that the claimants could turn that which was, in itself, a mere order of procedure into a final decree by disregarding it would be to construe it so as to defeat, and not enforce, the Act. As to the other point, their lordships thought that, although it might be admitted that the matter was susceptible of argument, the true view of what passed was that there were two steps taken by the Court, and this view did not depend upon the fact that they were taken at a short interval, or a long interval, but on the nature of the steps taken. There was first of all the step taken by the Court in striking out the claim punitively and the second was when the Court considered the cause on its merits; and although it was the case that the effect was to bar any further chance of the claimants to obtain the goods, the true view was that the claimants could not be heard to question on appeal an order or final decree which, however it might affect their interests, was made after they had been validly dismissed from the proceedings, and were no longer before the Court. The result was that their lordships would advise His Majesty that upon the preliminary point the appellants fail.—Counsel, for the appellants, *Sir Erle Richards*, K.C., and *Balloch*; for the Crown, *Sir Gordon Hewart*, S.-G., *R. A. Wright*, K.C., and *Burrows*. Solicitors, *Kearsey, Hawes, & Wilkinson*; *The Treasury Solicitor*.

[Reported by Erskine Reid, Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—Chancery Division.

JOSEPH RAND (LTD.) *v.* CRAIG. Neville, J. 17th July.

Master and Servant—Tort by Servant Outside the Scope of His Authority—Responsibility of Master.

Where the true character of the act of a servant is that it is an act of his own committed in order to effect a purpose of his own, the master is not responsible for such act.

Limpus *v.* The London General Omnibus Co. (1862, 1 *H. & C.* 526) *applied.*

This was an action for an injunction to restrain the defendant, his servants and agents from depositing rubbish on the plaintiff's land. The facts were these: The plaintiff owned some vacant land, which was unfenced, at Silvertown, West Ham. The defendant had a contract to remove the dust and rubbish of certain firms at Silvertown, and he had a shoot at Beckton where such rubbish was deposited, and his carters were ordered to take it there, but the plaintiff's vacant land was nearer for the carters than the defendant's shoot, and accordingly some of the carters, against express orders, deposited their rubbish on the plaintiff's land. The plaintiff obtained an *interim* injunction against the defendant.

Neville, J., after stating the facts, said: The defendant is not responsible in this case. The liability of an employer for the acts of his servant is as well laid down as anywhere by Baron Martin in his summing up to the jury in *Limpus* v. *The London General Omnibus Co.* (1862, 1 H. & C. 526). The liability of the master depends upon the acts and conduct of the servant in the course of the service and employment and the instructions given to the servant were immaterial if the servant did not pursue them, but if the true character of the act of the servant is that it is an act of his own, and in order to effect a purpose of his own, the master is not responsible. In the present case I have decided on the evidence that the acts of the carters complained of were not done within the scope of their employment. Instead of carrying the rubbish to a particular destination and discharging it there, they shirked that job and, for a purpose of their own and entirely for their own benefit, they took it to the nearest place where they could get rid of it, and shot it down and departed. The defendant is not liable and the action fails and must be dismissed, with costs.—Counsel, *Jenkins*, K.C., and *Manning*; *Ward Coldridge*, K.C., and *Timins*. Solicitors, *Oldman, Cornwall, & Wood Roberts*; *H. A. Phillips*.

[Reported by L. M. May, Barrister-at-Law.]

***Re* DUNSTAN. DUNSTAN *v.* DUNSTAN. Neville, J. 22nd July.**

Will—Construction—Bequest of Freeholds to A., followed by a Gift over of Whatever Remained of the Freeholds to B. after A.'s Death—Death of A. before the Testatrix.

Freeholds were given absolutely to A., and after A.'s death "whatever of the testator's freehold properties shall remain" were given to B.

Held, that where an absolute gift, whether of realty or personalty, to A. is followed by an absolute gift of the same realty or personalty to B., and A. dies in the lifetime of the testator, B. takes, although he could have taken nothing if A. had survived the testator.

The decision in Re Lowman (1895, 2 *Ch.* 348) *as to personalty extended so as to apply to cases of real estate.*

This was a summons to determine whether particular freeholds were undisposed of by the testator's will or not. The facts were as follows: The testatrix gave all her freehold and personal property to A., subject to the following bequests: First, I desire that my executor hereinafter named shall pay to my cousin Amelia Rosewarner, of Helston, in the county of Cornwall, the sum of £10 per year, and be paid quarterly out of my estate so long as she shall live; secondly, I desire that after my executor's death whatever of my freehold properties shall remain shall be given to Dr. Barnardo's Homes at Stepney, and the testatrix then appointed A. her sole executor. A. predeceased the testatrix, and letters of administration to her estate, with the will annexed, were granted to the plaintiffs, two of her next-of-kin. Counsel for the heir-at-law contended that the gift over after the absolute gift to A. was of no effect, and referred to *Re Jones* (1898, 1 Ch. 438). Counsel for Dr. Barnardo's Homes contended that the analogy should be applied of the cases of gifts of personalty after an absolute gift which had lapsed, which gifts have been held good, and that this principle should be applied to freeholds.

Neville, J., after stating the facts, said: The gift over of what remained of the freeholds after the death of A. is repugnant to the previous absolute interest given to him. If A. had survived the testatrix he would have taken absolutely, and the gift to the charity would have

failed. A. having died in the lifetime of the testatrix, the case of *Re Lowman* (*supra*) must be considered. That is a case of leaseholds, and the Court of Appeal held there that where an absolute gift of personalty was followed by an absolute gift of the same personalty to another, and the first taker died in the lifetime of the testator, the second legatee took, although he could have taken nothing if the first legatee had survived the testator. There is no reason why the same principle should not be extended to freeholds. Therefore, A. having died in the lifetime of the testatrix, the charity is entitled to the freeholds.—COUNSEL, *Harman; Fairfax Luxmoore; F. Baden Fuller.* TORS, *Kingsford, Dorman, & Co.*, for *E. L. Carlyon*, Truro; *Nisbet, Daw & Nisbet.*

[Reported by L. M. MAY, Barrister-at-Law.]

Re **LEWIS, BUSH** *v.* **LEWIS.** Astbury, J. 12th July.

HEIRLOOMS—WILL—CONSTRUCTION—CHATTELS IN THE MANSION-HOUSE—TENANT IN TAIL MALE IN REMAINDER—CHATTELS TO BE ENJOYED WITH THE MANSION-HOUSE BY THE PERSONS "ENTITLED TO THE POSSESSION OF MY REAL ESTATES."

Where a testator devised realty to the use of his wife for life, with remainder in the events which had happened to the use of W.'s son J. in tail male, with remainders over that had failed, and bequeathed his chattels in and about the mansion-house to his trustees to go and be held and enjoyed with the mansion-house by the persons "entitled to the possession of my real estates."

Held, that the chattels vested absolutely in J., the tenant in tail male in remainder on his attaining twenty-one, and did not fall into the undisposed of residuary personal estate.

Foley *v.* Burnell (1783, 1 *Bro. C. C.* 274) *followed.*

Re Lord Chesham's Settlement (1909, 2 *Ch.* 329) *distinguished.*

This was a summons to determine whether certain heirlooms had vested absolutely in a tenant in tail on remainder on attaining twenty-one or fell into undisposed of residuary personalty. The facts were these: The testator devised his real estate to the use of his wife for life, with remainder in the events which had happened to the use of W.'s son J. in tail male, with other remainders which had failed. He then bequeathed all his chattels in and about his mansion-house at the time of his decease to his trustees on trust to permit the same from time to time to go and be held and enjoyed with the said mansion-house so far as the rules of law and equity would permit by the person or persons who for the time being should be entitled to the possession of his real estates by virtue of his will, but so that they should not vest absolutely unless and until the person entitled attained twenty-one, but, nevertheless, that during minority a child should be entitled to the use and benefit thereof. There was no bequest of residuary personalty. The testator died, and J. attained twenty-one, but died a bachelor during the possessio nof the life tenant, who had just died, aged 103.

ASTBURY, J., after stating the facts and referring to a large number of authorities, including *Foley* v. *Burnell* (1 Bro. C. C. 274 and 4 Bro. P. C. 319), *Vaughan* v. *Burslem* (3 Bro. C. C. 100), *Martelli* v. *Holloway* (1872, L. R. 5 H. L. 532), *Re Fothergill's Estate* (1903, 1 Ch. 149), *Re Lord Chesham's Settlement* (*supra*), *Re Parker* (1910, 1 Ch. 581), *Re Beresford Hope* (1917, 1 Ch. 287), and *Re Fowler* (1917, 2 Ch. 307), and Jarman on Wills, 6th edition, at p. 698, said: The postponement of vesting until a tenant in tail acquires actual possession must be based on clear, apt and unambiguous words to that effect, and doubtful words tending to restrict the interest in the chattels to those who come into possession of the real estate will not override the general canons of construction. The only difficulty is caused by the case of *Re Lord Chesham's Settlement*, in which a somewhat similar clause was held to import the necessity for actual possession. But the clause is not identical, and in that case there were two mansion-houses, with one of which alone the chattels were to be enjoyed. On the whole, though with great hesitation, I think the language of the present heirlooms clause is nearer to those dealt with in *Foley* v. *Burnell*, and hold that the chattels absolutely vested in the tenant in tail male in remainder on his attaining the age of twenty-one.—COUNSEL, *Brabant; Bryan Farrer; Sheldon; Manning; W. M. Spencer.* SOLICITORS, *Busk, Mellor, & Norris; Dowson & Co.*, for *Gibbons, Arkle, & Darbishire*, Liverpool; *W. Silverwood Cope; Watkins, Pulleys, & Ellison*, for *Roberts & Evans*, Aberystwyth; *Clare, Rawlins, & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

New Orders, &c.

Supreme Court, England (Procedure).

THE RULES OF THE SUPREME COURT (JURIES ACT), 1918.

We, the Rule Committee of the Supreme Court, hereby make the following Rules:—

1. So long as the Juries Act, 1918, has effect, Rule 6 of Order XXXVI. of the Rules of the Supreme Court shall cease to have effect, and the following Rule 6A shall have effect in lieu thereof, and Rules 2, 3, 4, 5 and 7 of that Order shall have effect subject to the provisions of the said substituted Rule.

Provided that nothing in these Rules shall affect any power to order a trial by two or more Judges or by a Judge sitting with assessors or by an official or special referee with or without assessors or by an officer of the Court:—

"6A.—(1) In every action, including any action in which an order for trial with a jury has been made before 12th October, 1918, in which any party desires a trial with a jury, an application for such trial shall be made under the Juries Act, 1918.

(2) In the King's Bench Division—

(*a*) where the action is in the list of cases for trial during the week commencing the 13th October, 1918, the application shall be made to the Judge in charge of the list in which the action is entered by summons or otherwise as the Judge shall direct;

(*b*) where the action is entered for trial at any Assize town the Commission day for which falls within the said week, the application shall be made to a Judge of Assize who is going to that town on circuit by summons or otherwise as the Judge shall direct;

Provided that no such application shall be heard in the presence of the jury.

(3) In all actions other than those mentioned in sub-clause (2) of this Rule, the application shall be made on the summons for directions or a notice thereunder or on an application under Order XIV. or by a summons.

(4) In the case of actions in which an order for a trial with a jury was made before 12th October, 1918, unless an application is made under these Rules before 22nd October, 1918, or such later date as to the Court or a Judge may seem fit, and granted, the action if already entered in the Jury List shall be transferred to the Non-jury List and be entered as of the date on which it was set down for trial with a jury unless the Court or a Judge otherwise directs.

(5) In every action in which an order for trial with a jury has not been made before 12th October, 1918, the action shall be tried without a jury unless an application for trial with a jury is made and granted not later than 10 days after the close of the pleadings, or where there are no pleadings at the time of or within 10 days after the making of the order directing the mode of trial. Provided that in either case the time so limited may be extended by the Court or a Judge.

(6) Action in these Rules includes any action, counter-claim, cause, or matter or any question or issue therein, or any proceeding for divorce or other matrimonial cause."

2. These Rules shall apply as well to proceedings for divorce or other matrimonial causes as to all other proceedings in the High Court.

3. These Rules may be cited as the Rules of the Supreme Court (Juries Act), 1918.

And We the said Rule Committee hereby certify under the Rules Publication Act, 1893, that on account of urgency the above Rules should come into immediate operation and hereby make the said Rules to come into operation forthwith as Provisional Rules.

County Court, England (Procedure).

COUNTY COURT RULE, DATED 11TH OCTOBER, UNDER THE JURIES ACT, 1918 (8 & 9 GEO. 5. C. 23).

ORDER XXII.

TRIAL.

The following Rule shall stand as Order XXII., Rule 3*a*, and shall have effect so long as the Juries Act, 1918, shall continue in force, viz.:—

(1) In the case of any action or interpleader matter in which the amount claimed or counter-claimed or the value of the subject matter of the claim or counter-claim exceeds five pounds, and the claim or counter-claim or matter is one in the case of which under the provisions of the said Act either party would, if it were tried in the High Court, be entitled to trial with a jury, notice of demand for a jury may be given in accordance with Rule 1 of this Order, and the provisions of Rule 2 shall apply.

(2) Provided that in the case of alleged fraud a notice of demand for a jury shall not be accepted unless such fraud is alleged in the particulars or in a notice of defence to the claim or counter-claim, or unless, where fraud is not so alleged, the party giving the notice of demand for a jury files with the registrar in duplicate a notice stating that fraud is alleged, and stating concisely the particulars of such fraud. Where such a notice is filed the registrar shall accept and act on the notice of demand for a jury, and shall within twenty-four hours after receiving the notice alleging fraud transmit by post one copy of such notice to the opposite party.

(3) In the case of any action, counter-claim or matter not falling within paragraph 1 of this Rule an application to the judge for an order directing trial with a jury may be made in accordance with Order XII., Rule 11, twelve clear days at least, or in an action under the Employers' Liability Act, 1880, seventeen clear days at least before the return day, on notice in writing, which shall be served on the opposite party two clear days at least before the hearing of the application, and shall be supported by affidavit;

and if not so made shall not subsequently be made, unless by leave of the judge, and on such terms as he may think fit.

(4) Where in any action, counter-claim or matter the amount claimed or counter-claimed or the value of the subject matter of the claim or counter-claim is not stated, such amount shall be stated on any notice of demand or application for a jury given or made in accordance with this Rule.

11th October, 1918.

War Orders and Proclamations, &c.

The *London Gazette* of 11th October contains the following, in addition to matters printed below :—

1. An Admiralty Order, dated 4th October, as to ships of 1,500 tons and upwards navigating near Rosslare Harbour.

2. Admiralty Notice to Mariners :—

No. 1166 of the year 1918 : Scotland, East Coast. Firth of Forth —Traffic Regulations. Revising No. 1101 of 1918.

The *London Gazette* of 15th October contains the following :—

3. An Order in Council, dated 15th October, further amending the Proclamation dated 10th May, 1917, and made under section 8 of the Customs and Inland Revenue Act, 1879, and Section 1 of the Exportation of Arms Act, 1900, and Section 1 of the Customs (Exportation Prohibition) Act, 1914, whereby the exportation from the United Kingdom of certain articles to certain or all destinations was prohibited.

4. A further Notice that licences under the Non-Ferrous Metal Industry Act, 1918, have been granted to certain companies, firms and individuals. The present list contains some fifty-six names.

5. The following Notices under the Corn Production Act, 1917 :—

(1) Minimum rates of wages fixed for male workmen under the age of eighteen years in certain areas in England, to come into operation on 21st October, 1918. This affects twenty-three areas, the limits of which are described in the Schedule to the Order.

(2) Minimum rates of wages fixed for female workers in certain areas in England and Wales, to come into operation on 21st October, 1918. This Order fixes rates for the Yorkshire area and the Cumberland and Westmorland area as described in the Schedule, and lower rates for the other scheduled areas, comprising apparently the rest of England and Wales.

(3) A series of Orders fixing minimum rates of wages for male workers, to come into operation on 21st October, in Merioneth and Montgomery; Lancashire (except the Furness District); and Anglesey and Carnarvon; and for various special classes of workmen in Dorset; Northamptonshire; Gloucestershire; Sussex; Hertfordshire; Middlesex; Suffolk; Berkshire; Cambridgeshire; Huntingdonshire and Bedfordshire; Lincolnshire; Warwickshire; Kent; Yorkshire; Cumberland; Westmorland and the Furness District of Lancashire; and Surrey.

6. Admiralty Notices :—

(1) No. 1175 of the year 1918. England, South Coast : Falmouth Harbour and Penzance Bay; revising No. 1129 of 1918.

(2) No. 1177 of the year 1918. Ireland, East Coast : Belfast Lough; revising No. 1135 of 1918.

(3) No. 1176 of the year 1918. England, South Coast : Tor Bay approaches; revising No. 1130 of 1918.

Foreign Office Notice.

COMMERCIAL TREATIES WITH FRANCE.

His Majesty's Secretary of State for Foreign Affairs has received from the French Ambassador in London a communication, dated 10th September, 1918, giving notice of denunciation by the French Government, as from that date, of the following Commercial Conventions between France and the United Kingdom, which provide respectively for termination a year after notice of denunciation shall have been given by either of the High Contracting Parties :—

(1) Convention of Commerce and Navigation, with Additional Articles, 26th January, 1826.

(2) Convention respecting Commercial, Industrial and Financial Companies, 30th April, 1862.

(3) Convention respecting Commercial and Maritime Relations, 28th February, 1882.

(4) Convention respecting Commercial Relations between France and the Seychelles Islands, 16th April, 1902.

(5) Convention respecting Commercial Relations between France and Jamaica, 8th August, 1902.

(6) Convention respecting Commercial Relations between France and India, 19th February, 1903.

(7) Convention respecting Commercial Relations between France and Ceylon, 19th February, 1903.

(8) Convention respecting Commercial Relations between France and the British Protectorates of East Africa, Central Africa and Uganda, 23rd February, 1903.

(9) Convention respecting Commercial Relations between France and Barbados, 9th January, 1907.

(10) Convention respecting Commercial Relations between France and Canada, 19th September, 1907, and Supplementary Convention, 23rd January, 1909.

Also (11) Stipulations of the Convention of Commerce and Navigation between France and Egypt, 26th November, 1902 (Article XXVI.), in virtue of which reciprocal most-favoured-nation treatment is assured in respect of the importation of the goods of the two countries.

In giving notice of denunciation of the above Conventions, the French Government have intimated their readiness to come to an arrangement whereby the various Conventions will remain in operation even after the period of denunciation has expired, subject to three months' notice on either side. This proposal is still under consideration.

12th October. [*Gazette*, 15th October.

Army Council Order.

COUNTY CORK (WEST RIDING) SPECIAL MILITARY AREA.

Whereas under Regulation 29B of the Defence of the Realm Regulations, the Army Council, with the concurrence in the case of Ireland of the Chief Secretary, may from time to time by Order declare any area to be a Special Military Area for the purposes of the said Regulation.

And whereas it appears to the Army Council expedient to declare the Area specified in the Schedule hereto to be a Special Military Area.

Now, therefore, the Army Council, with the concurrence of the Chief Secretary, hereby Order and by such Order declare that as from the 28th day of September, 1918, the Area specified in the Schedule hereto shall be a Special Military Area under the designation COUNTY CORK (WEST RIDING) SPECIAL MILITARY AREA.

SCHEDULE.

The County Cork (West Riding).

28th September. [*Gazette*, 11th October.

Board of Trade Order.

THE TOBACCO RESTRICTION ORDER (No. 1), 1918.

1. No manufacturer of Tobacco shall from the date of this Order manufacture spun tobaccos, whether pressed or unpressed and whether black or brown, except in accordance with the following provisions :—

(a) The description commonly known in the trade as "Pigtail" shall be, when spun, not less than $\frac{3}{8}$ths of an inch in diameter, and that commonly known in the trade as "Bogie" shall be, when spun, not less than 7/16ths of an inch in diameter.

(b) No size of Twist shall be manufactured between 7/16ths and $\frac{3}{8}$ths of an inch when spun.

2. All manufacturers who during the year 1916 manufactured spun tobaccos of any description of a diameter of $\frac{3}{8}$ths of an inch and over shall continue to manufacture such descriptions of the size aforesaid unless excused in writing by the Tobacco and Matches Control Board.

3. Articles 5 and 6 of Tobacco Restriction Order (No. 3), 1917, shall be modified to such extent as may be necessary to give effect to the provisions of this Order.

4. This Order does not apply to any proprietary brands of spun tobacco sold in packets.

5. Infringements of this Order are Summary Offences under the Defence of the Realm Regulations.

6. This Order may be cited as the Tobacco Restriction Order (No. 1), 1918.

9th October. [*Gazette*, 11th October.

Ministry of Munitions Orders.

THE BOILERS (CONTROL) ORDER, 1918.

(1) No person shall as from the date hereof until further notice, except under and in accordance with the terms of a permit issued under the authority of the Ministry of Munitions, purchase, sell, or otherwise deal in any Second-hand Steam Pressure Boiler of any type not being a Boiler for use in any locomotive, motor car or vehicle, or on a ship or other vessel.

(2) This Order may be cited as the Boilers (Control) Order, 1918.

Notice.

Applications for Permits may be obtained upon application to the Controller, Department of Engineering, Charing Cross Embankment Buildings, W.C. 2.

A permit to deal generally as a Second-hand Boiler Merchant may be granted to approved persons, and all applications for such a permit

should be made to the Controller, Department of Engineering, Charing Cross Embankment Buildings, W.C. 2.

Nothing in the above Order shall be deemed to authorize any dealing in any Boiler for which a Permit is required under the Railway Material (Second-hand) Order, 1916.

10th October. [*Gazette*, 11th October.

THE CLINICAL THERMOMETER ORDER, 1918.

1. On and after the 21st day of October, 1918, no person shall sell, offer for sale, supply or deliver, any clinical thermometer which has not been tested, approved and marked, in accordance with the undermentioned rules, or any other rules made from time to time by the Controller of Glassware Supply on behalf of the Minister of Munitions and for the time being in operation.

2. This Order may be cited as the Clinical Thermometer Order, 1918.

3. All applications with reference to the above Order should be made to the Controller of Glassware Supply, Ministry of Munitions of War, 22/23, Hertford-street, W. 1.

[There are appended to the Order Rules made by the Controller of Glassware Supply on behalf of the Minister of Munitions in consultation with the Local Government Board and the Department of Scientific and Industrial Research.]

11th October. [*Gazette*, 11th October.

Food Control Orders.

The following have been issued :—

The Meat Retail Prices (England and Wales) Order (No. 2), 1918, and the Meat Retail Prices (Scotland) Order, 1918, Notice under, dated 20th September.

The Potatoes (Export from Ireland) Order (No. 2), 1918, dated 27th September.

The Margarine (Prices) (Ireland) Order, 1918, dated 27th September.

The Intoxicating Liquor (Output and Delivery) (Ireland) Order, 1918, dated 30th September, 1918.

Societies.

The Law Society.

BRITISH RED CROSS FUND.

Solicitors' contributions to the Lord Mayor's City of London appeal for the British Red Cross Society :—

Amount received to date, £4,215 12s. 6d., including donations already acknowledged and the following :—

	£	s.	d.
Bircham & Co.	210	0	0
Waltons & Co.	210	0	0
Markby, Stewart, & Co.	125	0	0
Budd, Johnson, & Jecks	105	0	0
Lawrance, Webster, Messer, & Nicholls	105	0	0
Grundy, Kershaw, Samson, & Co.	52	10	0
Pritchard & Sons	52	10	0
Biddle, Thorne, Welsford, & Gait	50	0	0
Philip H. Coxe (of Bischoff, Coxe, & Co.)	50	0	0
George J. Fowler	50	0	0
Thomas W. Bischoff	50	0	0
Weeden Dawes	26	5	0
Dawson, Bennett, Ainslie, & Co.	26	5	0
Simpson, Cullingford, & Co.	26	5	0
Johnson, Raymond, Baker, & Co.	26	5	0
Hammond & Richards	26	5	0
Russell, Cooke, & Co.	26	5	0
Walters & Co.	26	5	0
Gibson & Weldon	26	5	0
Field, Roscoe, & Co.	26	5	0
Rooper & Whately	26	5	0
Francis & Crookenden	25	0	0
Lawrence, Graham, & Co.	21	0	0
Walter Robert Kersey	21	0	0
Preston & Foster	12	12	0
Bird & Bird	10	10	0
Monier-Williams, Robinson, & Milroy	10	10	0
James, Mellor, & Coleman	10	10	0
Holmes, Son, & Pott	10	10	0
Clapham, Fraser, Cook, & Co.	10	10	0
Stokes & Stokes	10	10	0
William Hale	10	10	0
George Reader & Co.	10	10	0
W. Melmoth Walters	10	10	0
G. & A. Marshall	10	10	0
Braikenridge & Edwards	10	10	0
Williams & James	10	10	0
Jacksons, Elwell, & Curran	10	10	0
Francis Shelton	10	10	0
Burton, Yeates, & Hart	10	10	0
H. M. F. White	10	0	0
C. E. W. Ogilvie	10	0	0

Subscriptions of £5 5s. :—Hobson & MacMahon, Lindo & Co., Ward, Bowie, & Co., Hallowes & Carter, Sole, Turner, & Knight, T. F. Peacock, Fisher, & Chavasse, C. R. Rivington, Whitfield, Byrne, & Dean, E. L. Greaves, Church, Adams, Prior, & Co., Waller & Co., Vincent & Vincent, Walter Perks, E. Lyon Taylor, W. H. Hunt, Cyril Eade, Wellington Taylor, H. M. Gowing.

Subscriptions of £5 :—A. E. Western, G. E. Bucknill, Lt.-Col. T. M. Eggar, G. Marshall Griffith.

Subscriptions of £3 3s. :—W. H. Hanscombe, H. E. Griffith, W. G. Weller, W. Silverwood Cope, J. A. Cowland (of Bridgman & Co.), Burton & Son, W. H. Matthews & Co., A. W. Hastings Dauncey, Sturton & Sturton.

Subscriptions of £2 2s. :—Sir P. A. Nairne, A. C. Probyn-Williams, J. W. A. Calkin, H. Behan Taylor, E. T. Adams Phillips, E. F. W. Foley, F. P. Woodcock, Austin & Austin, R. Ford Smith, W. B. Tanner, Edgar Lucas, Arthur Belfield, Francis M. Jeboult, Captain G. Brook Knight, Bridgman, & Co., Rideal & Son.

Subscriptions of £1 1s. :—Balderston & Warrens, J. H. Hudson, G. H. Exeter, J. M. Whitmore, F. J. A. Leggett, C. G. Batley, H. Anderson, H. L. Morris, Woolsey, Morris, & Co., John J. Gover, Ernest Goddard, Fred Fuller, Gilbert H. Riddett; A. A. Clark, £1.

Subscriptions of 10s. 6d.—W. H. Daun, James Clayton; G. S. Macquoid, 10s.

Each profession or trade in London is collecting its own subscriptions to the fund. All branches are being separately appealed to. It is hoped that solicitors will not be behindhand with their contributions, and that it may be found possible to remit to the Lord Mayor on their account a sum of at least £5,000.

Donations to the solicitors' fund should be sent before 24th October to E. R. Cook, Secretary, The Law Society, Chancery-lane, London, W.C. 2, who will acknowledge the receipt.

The Union Society of London.

SESSION 1918-19.

The first meeting of the society was held in the Middle Temple Common Room on Wednesday, 16th October, 1918. The motion for debate was :—"That this House views with anxiety the increasing number of strikes." Opener : Mr. F. D. Yeatman. Opposer : Mr. M. T. Phroo. The motion was carried.

The Bar Council.

The Bar Council offices have been removed from 2, Hare-court, Temple, to 5, Stone-buildings, Lincoln's-inn.

Judges in Ancient Greece.

Sir John Macdonell, says the *Times*, in his lecture at University College on Wednesday, on "The Place of Greek Law in Jurisprudence," drew attention to the strange neglect of the study of Greek law in this country. It had generally, he said, though with some striking exceptions, been treated as a mere appendix to Roman law. It had, nevertheless, many remarkable affinities with modern law. In many respects we were moving away from Roman and towards Greek law, the chief characteristics of which were freedom from technicalities and formalism, proneness to look to the substance of transactions, avoidance of the use of legal fictions, and no hard-and-fast rules of construction.

The lecturer, having illustrated the large indebtedness of jurisprudence to Greek philosophy, proceeded to say that it conveyed for this generation lessons and warnings. There was a danger of drawing morals or precise precepts from history, but one conclusion was clear. The strength of Greek law was the reasonableness of the bulk of its substantive provisions and the prevalent reverence for law, the constant theme of poets, orators, and statesmen. Its weakness was in its procedure, and especially in its judicial organization, and that weakness undid its strength. The good points were marred by the fact that the Judiciary, if some of the courts could be called so, was deep in politics, indeed, never out of them; that there was no independent Judiciary or Bar, and no sharp distinction between the Executive and the Judiciary. It was sometimes said that no democracy ever long reconciled itself to a strong independent judiciary. That might prove false; it might, however, come true, even in this country as well as others, if the reverence for law declined; if well-tried securities for judicial independence or confidence therein were impaired, if judges were to administer and administrators were to judge; if there was jealousy and distrust of lawyers working openly and overweening confidence in Government Departments working in darkness, if what Mr. Rufus Choate called the "ground tackle" of justice were weakened.

A Public Defender.

Mr. J. A. Seddon, ex-president of the Trade Union Congress, presided, says the *Times*, at a luncheon on Tuesday at the Imperial Restaurant, Regent-street, in support of a movement for the appointment of a Public Defender, with powers, machinery, and funds equal to those of the Public Prosecutor. Before the luncheon a cinematograph film was shown at the New Gallery Kinema depicting the need of such an appointment.

Letters expressing sympathy with the movement were read from the Rev. R. J. Campbell, the Rev. F. B. Meyer, Sir A. Conan Doyle, Mr. H. B. Irving, and Mr. Cecil Chapman.

The Chairman said that if it was desirable to have a Public Prosecutor, it was equally desirable to have a Public Defender, so that no man should be condemned until his guilt had been proved. A Public Defender had been appointed in the United States.

Mr. George R. Sims referred to a number of cases from the Saffron-hill murder in the 'sixties to that of Adolph Beck. He paid a tribute to the police for the admirable way in which they performed their duties.

Sir Edward Marshall Hall, K.C., said he had no doubt of the value of the proposed reform if it were practicable. The establishment of the post of Public Defender, however, would involve the creation of a new office. That involved the creation of an enormous number of officials. This would require, again, a call on the public purse, which was already so seriously trespassed on. The newspaper defence of accused persons was not looked on with favour by the authorities at the Home Office. On the whole, he must not be taken as saying that accused persons were not adequately defended in this country, for it was his belief that very few innocent persons were convicted. However, that was a matter in which the few should be thought of.

Renewal of Exemptions.

The Local Government Board has issued a circular to tribunals stating that it has been decided that the provisions in the Military Service Regulations requiring that, ordinarily, the leave of the tribunal must be obtained before an application for the renewal or variation of a certificate of exemption may be made shall be rescinded.

New regulations have accordingly been made, by which it is provided that, subject to the other provisions contained in the Regulations, an application for the renewal or variation of a certificate of exemption shall be entertained notwithstanding that the leave of the tribunal on whose decision the certificate was granted has not been obtained. In future, therefore, exemptions will not be subject to the condition that they cannot be renewed without leave, and it will not be competent to a tribunal to impose any such condition.

The new Regulations do not affect the practice adopted by the Central Tribunal and many other tribunals, when they are satisfied that a man should join the Army, but should be allowed time to put his affairs in order, of refusing exemption and arranging with the National Service representative that he shall not be called up before a specified date.

The Jury Act, 1918.

Mr. Justice Darling, presiding in the Divisional Court last Saturday, said that he ought to draw the attention of the profession at the earliest moment to an Act of Parliament, which had just come into operation, to limit the right to trial by jury in certain civil cases. It abolished the right of a litigant in a civil case to a trial by jury, except in certain cases, which were reserved because it was thought that trial by a jury was necessary in those cases, and also in certain other cases if application was made to a judge or master, who might order a jury.

The rule under the Act had been made, but had not yet been published, and it might affect cases which would come into the list shortly. The enect was that in every action, including those in which a jury had been ordered, application for a jury must be made, and if a case was in the list for a week beginning on Monday the application must be made to the judge who had charge of the list, or, at assizes, to the judge of assize. Where an order had been made before October 12 the application must be made before October 27. Otherwise the case would be set down in the non-jury list.

Companies.

Royal Exchange Assurance.

At a Court of Directors, held to-day, it was decided to pay, on 6th November next, an interim dividend of six pounds per cent., less income tax, on the capital stock of the Corporation in respect of the half-year ending 30th June, 1918.—16th October, 1918.

Obituary.

Mr. John Pratt Young.

The death took place, at his residence, "Brent Knoll," King's-road, Westcliff-on-Sea, on Friday, the 20th September, in his seventy-fifth year, of Mr. JOHN PRATT YOUNG, solicitor, formerly of Moseley, Birmingham. Mr. Young, who served his articles with the late Alderman C. G. Beale, of Birmingham, was admitted a solicitor in the Easter term, 1873, and practised in Birmingham. Subsequently, in the year 1885, he became a partner in the Birmingham firm of Messrs. Beale & Co., of London and Birmingham, solicitors to the Midland Railway, and remained with that firm until he retired, in 1905, being principally engaged upon Midland Railway work, and during that time and subsequently he acted as honorary solicitor to the Association of Railway Rating Surveyors. During his latter years he practised in London and at Leigh-on-Sea, devoting himself to his profession up to the date of his decease. He was a member of the Law Society.

Qui ante diem perlit,
Sed miles, sed pro patria.

Captain Charles Royle Allen.

Captain CHARLES ROYLE ALLEN, M.C., Manchester Regiment, who was killed on 27th September, aged forty-one, was the elder son of the late Charles Royle Allen and Mrs. Allen, of Fallowfield, Manchester. He was educated at Southport and Charterhouse, and was admitted as a solicitor in 1899. He joined the firm of Omerod & Allen, Manchester, becoming senior partner in 1902 on his father's death. He served two years in the 6th V.B. Manchester Regiment, and resigned his commission on account of business claims in 1899. He rejoined, however, in March, 1915, and was sent to France in July, 1916, attached to the Royal Berkshire Regiment. He was awarded the Military Cross in October, 1917, for gallantry and initiative in handling the battalion, of which he was in temporary command, when cut off, and returned to England last February on six months' exchange of duty. Five weeks later, however, he was recalled to the front, and posted to his own regiment. Three days before his death he was offered a temporary appointment as area commandant, but he preferred to remain with his battalion, and met his death at the head of his men. Captain Allen took a keen interest in politics and social reform, being an active supporter of the Ardwick Lads' Club and the Procter Institute, Manchester, of which he was trustee.

Captain Francis Sydney Brain.

Captain FRANCIS SYDNEY BRAIN, Royal Berks Regiment, attached Dorset Regiment, who has been killed while leading his men, was the son of Mr. Sydney Brain, a partner in the firm of Brain & Brain, solicitors, of Reading, and clerk to the Reading magistrates. He was educated at Reading School, and Trinity Hall, Cambridge, where he rowed in his college boat. He was at the University at the outbreak of the war, and joined the O.T.C., obtaining his commission at the beginning of 1915. Captain Brain, who had been through much fighting, was studying for the law.

Lieutenant Wilfrid Gilbert Samuel.

Lieutenant WILFRID GILBERT SAMUEL, who was killed on 21st September, aged twenty-eight, was the only son of Mr. and Mrs. Gilbert Samuel, of 32, Sloane-gardens, S.W., and nephew of Mr. Herbert Samuel, M.P. He was educated at Ipswich School, where he was awarded the Albert Scholarship and Council Exhibition. He was captain of the football and a member of the cricket eleven, and at Balliol College, Oxford, he represented his college at football and lawn tennis. On leaving Oxford he was articled to his father, with a view to becoming a solicitor; but in September, 1914, he joined the University and Public Schools Battalion of the Royal Fusiliers as a private, and served with it for nine months, when he was granted a commission in the Suffolk Regiment (Cyclists). Some months later he was made adjutant to his battalion, with the acting rank of captain, which appointment he held for eighteen months. He went to the front on 24th June, 1918, and was shortly afterwards attached to a battalion of the Bedfordshire Regiment, in which he was serving when he fell. His commanding officer writes:—"Your son, who was killed instantaneously whilst leading his men in action against the enemy, had only recently joined this battalion, but in the short time he was with us he made many warm friendships, and his untimely death is a great blow to us all." His company officer writes:—"I put him in charge of a platoon, and he very soon smartened them and made the men very keen. On 18th September he went into action for the first time, and, in spite of his inexperience, did very well indeed, leading his platoon successfully through a dense fog under great difficulties. . . . I liked your son very much indeed, and the regiment is very unlucky in losing an officer who would have proved so valuable."

Second Lieutenant John Milton Compston.

Second Lieutenant JOHN MILTON COMPSTON, West Yorkshire Regiment, the youngest son of Mr. J. A. Compston, K.C., and Mrs. Compston, of 59, Christchurch-road, Streatham-hill, and 116, Ashley-gardens, Westminster, was killed in action on 8th October, aged twenty. He was educated at Mill Hill School and Trinity Hall, Cambridge, and entered the Army from Sandhurst.

The body of Mr. James Roberts, barrister-at-law, of the Inner Temple, who was lost in *The Leinster*, has been found and identified. A native of Co. Roscommon, he had a distinguished career in Dublin University. Mr. Roberts, who was the author of several works on English law, was returning to London after a holiday in Ireland.

Legal News.

Appointments.

Lord Justice PICKFORD has been appointed to be President of the Probate, Divorce and Admiralty Division in succession to the late Sir Samuel Evans. Sir William Pickford was educated at Liverpool College, and Exeter College, Oxford. He is sixty-nine years of age, and he has been on the Bench for eleven years. While he was a judge of first instance, from 1907 to 1914, he was on the rota of commercial judges. On the resignation of Sir Roland Vaughan Williams he was raised to the Court of Appeal. He was a member of the Dardanelles Commission, at which he presided on the death of Lord Cromer.

Mr. HENRY ARTHUR COLEFAX, K.C., has been appointed to be Solicitor-General for the County Palatine of Durham, in place of his Honour Judge Bairstow.

Mr. THOMAS HENNING PARR has been appointed to be Recorder of Salisbury, in place of Mr. E. T. H. Lawes, who has resigned on the ground of ill-health.

General.

Mr. Horace Cox, who died at Downs House, Duke's-drive, Eastbourne, on the 10th inst., for fifty years managed the business producing the *Field*, many standard works of sport, the *Queen*, the *Law Times*, and "Crockford's Clerical Directory." Mr. Cox retired in January, 1912, and had ceased to take an active part in the business. His sons have been on active service with the Navy from the early days of the war.

The Executive Committee of the Labour Party has decided to have a Bill drafted with the object of removing the existing legal disqualifications which prevent women from becoming Ministers of State or holding judicial office. They have already published the draft of a Bill which deals with women's right to be elected to and sit in the House of Commons, and are hoping to have this dealt with by Parliament.

At Westminster Police Court, on the 10th inst., says the *Times*, before Mr. Leycester, James McIntosh, 58, giving a Rowton House address, was remanded on a charge of being unlawfully in possession of a cheque drawn by a Birmingham firm of solicitors. Detective-sergeant Hambrook said that the prisoner made a practice of watching the advertisements inserted in newspapers by executors of estates requiring creditors to send in claims. He rented one room in Ranelagh-road, Pimlico, and described himself on his business memorandum forms as "Geo. Gordon, rubba and gutta-percha manufacturer, by warrant to his late Majesty King Edward VII." His procedure was to send out claims made out in such a way that they could not be investigated easily by solicitors and others settling estates. He had paid particular attention to the names of Army officers killed in action. When he was arrested he had just received a letter enclosing a cheque for £1 19s. 3d. It was stated that the Public Trustee had called attention to the man's operations.

The Judicial Committee of the Privy Council has resumed its sittings with a list of thirty-one appeals. This number compares with thirty-three in the autumn list of 1917. The Board will sit in two divisions. To the present list India contributes eighteen appeals, Canada five, Australia two, and Nigeria and Eastern Africa one each. There are also four prize appeals. Two of the Canadian appeals raise the question whether the courts of Alberta and Manitoba have jurisdiction to dissolve a marriage. Among the appeals from India is one by Mrs. Besant against a decision of the Madras High Court on questions under the Indian Press Act. Nine judgments await delivery.

Mr. C. G. Crump, assistant keeper at the Public Record Office, speaking at King's College on Monday night on "Records of the Chancery," said that forged charters were not unknown. In the reign of Edward III. one was actually accepted as genuine. There was another in Henry II.'s time. Both showed considerable skill. Both bore seals, but the men who forged the charters might easily have forged the seals. Most of the forgeries had some origin in lawsuits. The critical power of the Chancellor at those periods was never high, and at those particular times must have been very careless.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	[Mr. Justice NEVILLE.	] Mr. Justice EVE.
Monday ..Oct. 21	Mr. Leach	Mr. Goldschmidt	Mr. Borrer	Mr. Synge
Tuesday 22	Church	Leach	Goldschmidt	Bloxam
Wednesday .. 23	Farmer	Church	Leach	Borrer
Thursday 24	Jolly	Farmer	Church	Goldschmidt
Friday..... 25	Synge	Jolly	Farmer	Leach
Saturday 26	Bloxam	Synge	Jolly	Church

Date.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.
Monday ..Oct. 21	Mr. Bloxam	Mr. Jolly	Mr. Farmer	Mr. Church
Tuesday 22	Borrer	Synge	Jolly	Farmer
Wednesday .. 23	Goldschmidt	Bloxam	Synge	Jolly
Thursday 24	Leach	Borrer	Bloxam	Synge
Friday..... 25	Church	Goldschmidt	Borrer	Bloxam
Saturday 26	Farmer	Leach	Goldschmidt	Borrer

Winding-up Notices.

London Gazette.—FRIDAY, Oct. 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

"WISBECH" STEAMSHIP CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov 20, to send their names and addresses, and particulars of their debts or claims, to Charles Atkinson, 4, Queen st, Newcastle upon Tyne, liquidator.

THEATRE DE LUXE (HALIFAX) LTD.—Creditors are required, on or before Nov 30, to send in their names and addresses, with particulars of their debts or claims, to Charles Lowe Townend, 41, Commercial st, Halifax, liquidator.

PENWORTHAM ESTATES LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required on or before Nov 9 to send in their names and addresses, and particulars of their debts or claims, to Sam Whitehead, 5, Chapel st, Preston, liquidator.

KENNETT & CO, LTD.—Creditors are required, on or before Oct 31, to send in their names and addresses and particulars of their debts or claims, to E. Upton Neville liquidator.

H. E. RICHARDSON, LTD.—Creditors are required, on or before Oct 28, to send their names and addresses, and particulars of their debts or claims, to Walter John Hodge, 26, Union Bank bldgs, Holborn Circus, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Oct. 15.

NEW VANADIUM ALLOYS, LTD. (IN LIQUIDATION).—Creditors are required, on or befor Nov 20, to send their names and addresses, and particulars of their debts or claims to Thomas Alfred Ward, 25, Great Pulteney st, liquidator

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Oct. 11.

Darnley's Ltd.
Akoko Gold Mines & Estates Ltd.
Penwortham Estates Ltd.
"Wisbech" Steamship Co, Ltd.
Bradford Town Hall & Market Co, Ltd.
Croxteth Loan Co, Ltd.
Nitrate Producers' Steamship Co, Ltd.
Kennett & Co, Ltd.
South-Eastern Counties Farmers' Co operative Association Ltd.
Shepley Bowling Club Ltd.
Dalang Tea Co, Ltd.
Platte Land Co, Ltd.

London Gazette.—TUESDAY, Oct. 15.

Worcester Free License-Holders Malting Co, Ltd.
Crosby Syndicate, Ltd.
Gold Coast Cinema Co, Ltd.
Theatre de Luxe (Halifax), Ltd.
Alfred J. Perkin, Sons, & Co, Ltd.
Dibbles, Ltd.
Baines Brothers, Ltd.
Hamton Steam shipping, Co, Ltd.
Famous Copyrights Ltd.

Winding-up of Enemy Businesses.

London Gazette.—TUESDAY, Oct 8.

SOLDAN & CO, LTD.—Creditors are required, on or before Oct 30, to send, by prepaid post, full particulars of their debts or claims, to Joseph Stanley Holmes, 23, Fatternoster row, controller.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIMS.

London Gazette.—FRIDAY, Oct. 11.

AMOORE, MATILDA, Worthing Nov 21 Verrall & Sons, Worthing
BAYLISS, GEORGE, Abingdon, Berks, Foreman Nov 11 E Dennis Berry, Reading
BECK, GEORGE, Steep, nr Petersfield, Hants Nov 30 Johnson & Clarence, Midhurst, Sussex
BEDFORD, MARMADUKE, Halifax, Warehouseman Nov 11 Lewis I Dey, Halifax
BLACK, JAMES, Leicester, Miller Nov 18 H Chas Mansfield, Leicester
CARTER, WILLIAM, Church cres, Muswell Hill Nov 11 J H & K R Cobb, 7, New ct, Lincoln's inn
CLARKE, TERESA MARY, West Bridgford, Notts Nov 20 Martin & Sons, Nottingham
COLLETT, CLIVE FRANKLYN, Auckland, New Zealand Nov 30 Chas H W Osborn, 78, Leadenhall st
CONSTABLE, SAMUEL, Belmont rd, West Green, Surgeon Nov 11 Armitage & Co, 60, Fore st, Upper Edmonton
COOPER, WOLF, Duke st, Aldgate, Bookseller Nov 30 George Turner & Osborn, 78, Leadenhall st
COTTON, JAMES SUTHERLAND, Warwick mans, Cromwell cres, Barrister at law Nov 25 Minchin, Garrett & Co, 4, Stone bldgs, Lincoln's inn
CURTIS, GEORGE, Poole, Auctioneer Nov 14 Trevanion & Curtis, Poole
DARBY, GEORGINA MARTHA, Rugby mans, West Kensington Nov 14 Botterell & Roche, 24, St Mary Axe
DIBLEY, Colonel GEORGE, Nuthurst, nr Horsham Nov 11 Nicholson, Graham & Jones, 24, Coleman st
DOBLE, ELIZA, Beckenham, Kent Nov 8 R Miller, Wiggins & Naylor, Jasper House, 4 & 6, Copthall av
DOUGHTY, EMILY JANE, Ealing Nov 18 H P Davies & Son, 222, Strand
EDEN, JANE, Hinton, Hants Nov 8 Fairfax & Barfield, Banbury
FALKNER, FLORENCE MARY, Chorley, Hants Nov 8 Fairfax & Barfield, Banbury
FLINT, WILLIAM GARNETT, Birkdale, Southport Nov 11 T E Williams, Southport
GORDON, ROBERT, Christchurch, Hants Nov 1 Francis & Crookenden, 23, Lincoln's inn fields
GREENSLADE, ALFRED BESLEY, White Hart ln, Wood Green Nov 9 Hunter & Haynes, 9, New sq, Lincoln's inn
HARRISON, CHARLES, Accrington, General Manager Nov 9 Broughton & Broughton, Accrington
HEPWORTH, WILFRID JOSEPH HARRISON, Hyson Green, Notts, Surgeon Nov 1 Rorke & Jackson, Nottingham
HUNTER, ABRAHAM, Lancaster Nov 1 Gibsons & Sturton, Lancaster
KNOOP, JOHANN GERHARDT LUDWIG, Washurst, Sussex, Merchant Nov 20 Drake, Son & Parton, 24, Rood ln
LATHAM, ERNEST THOMAS, Lilleshall, Salop, Ironmoulder Oct 21 R Gwynne, Wellington, Salop
LLOYD, JAMES, Ipswich Dec 14 Guy C Bantoft, Ipswich
LUPTON, SYDNEY, Park st, Grosvenor sq Dec 6 H J Mannings, 156, Gresham House, Old Broad st
MARQUIS, ROSE HANNAH, Crowborough Nov 30 Robbins, Olivey & Lake, 215 Strand
MAXFIELD, JOHN, Doncaster, Yorks, Blacksmith Nov 15 Frank Allen, Doncaster
MILLMAN, JOHN ALFRED, Dyne rd, Brondesbury Nov 13 John Henry Smith, 19, Dyne rd, Kilburn
MILLS, FRANK, Wisbech, Lambs, Brewer Nov 1 Withers, Bensons, Birkett & Davies, 4, Arundel st, Strand

MORRIS, JAMES LEONARD, Norwich, Licensed Victualler Nov 10 Stevens, Mills & Jones, Norwich
OGDEN, JOHN MAUDE, Tunstall Nov 9 Gales, Boulton & Son, Sunderland
RICHARDSON, JOHN ROBERT, Bridlington, Timber Merchant Nov 30 Stamp, Jackson, & Birkett, Hull
RIPLEY, SAVILLE, Southport, Hair Dresser Nov 10 Goffey & Whiteldon, Southport
SANDERS, LAURA ANN, Chigwell, Essex Nov 25 Wild & Collins, St Lawrence House, Trump st, King st
SHOWLER, JAMES, Durham, Fruiterer Nov 1 Joseph Mawson, Durham
SMITH, HENRY THOMAS, Deal, Kent, Confectioner Nov 18 Brown & Brown, Deal
SPENCER, HARRIET, Wickersley, Yorks Nov 30 Oxley & Coward, Rotherham
STURMER, MARIAN, Hastings Nov 7 Challinder, Herington & Pearch, Hastings
TAYLOR, MARGARET OVERBURY, Surbiton, Surrey Nov 16 Smith & Burrell, Richmond, Surrey
THORNBURGH, FRANCES, Swansea Nov 30 Beor & Wilson, Swansea
TOLLEMACHE, Rt Hon ELIZA GEORGINA Dowager Lady, Bournemouth Nov 15 Block & Cullingham, Ipswich
WALKER, EDWIN WILLIS, Tyneham rd, Lavender Hill Nov 22 J R Cardew Smith, 25, Bedford row
WALLACE, AUGUSTA FANNY VICTORIA, Melrose av, Willesden Green Nov 25 Baker & Nairne, 3, Crosby sq
WEALTHALL, SARAH, Manchester Nov 15 Sampson, Price & Bury, Manchester

London Gazette.—TUESDAY, Oct. 15.

BLACKLOCK, JAMES, New Shildon, Durham Oct 26 Thos Jennings, Bishop Auckland
BOTHAMLEY, JAMES FREDERICK, Eastwood, Notts, Tailor Nov 15 Acton & Marriott, Nottingham
BOTTOM, WILLIAM, Sheffield, Steel Roller Nov 20 J Broughton Kesteven, Sheffield
BRIDEN, ELLEN, High Wycombe, Bucks Nov 10 Bliss & Sons, High Wycombe
BROWNING, JOHN, Starcross Devon, Ironmonger Oct 31 W H Stone, Exeter
CANN, JOHN, Surbiton Nov 11 Theodore Goddard & Co, 10, Serjeants inn, Temple
FORESTER, Rt Hon CECIL THEODORE WELD, Lord, Willey Park, Salop Nov 20 Potts & Potts, Broseley, Shropshire
GARDNER, WILLIAM, Leadenhall st Nov 30 Gard, Lyell, Betenson & Davidson, 2, Gresham bldgs
GRAHAM, WILLIAM DRUMMOND, Mountfield rd, Church End, Finchley, Insurance Agent Nov 11 Stephenson, Harwood & Co, 31, Lombard st
HAWKES, CHARLES, Cambridge rd, Mile End Oct 23 P Bernard Skeels, 1, Gresham bldgs, Basinghall st
HERON, JAMES, South Shields, Shipwright Nov 7 Burnicle & Morton Sunderland
HILL, EDWARD, Chipping Norton, Clerk of Works Nov 30 Wilkins & Toy, Chipping Norton
HODGE, CHARLES, Bristol Nov 13 Strickland, Roberts & Co, Bristol
HOLLAND, ARTHUR MANGNALL, Ilford, Essex Nov 25 Marshall & Pridham, 26, Theobald's rd, Gray's inn
HURFORD, WILLIAM, Cardiff Nov 17 Gibert Robertson, Cardiff
HURMAN, LOUISA, Brighton Nov 23 Kingsford, Dorman & Co, 23, Essex st
JACKSON, JAMES HORATIO, Putney, Electrical Engineer Nov 30 E S Jackson & Bowles Ingram ct, 167, Fenchurch st
JAMES, ELIZABETH CHARLOTTE, Northampton Nov 20 W F & W Willoughby, Daventry
KERNAN, ELIZABETH, Penge, Surrey Dec 1 Andrew, Wood, Purves & Sutton, 8 & 9, Gt James st, Bedford row
KIRKPATRICK, ELIZABETH, Manchester Nov 15 John Henry Lea, Manchester
LAMB, ALFRED HENRY, Garstang, Oil Refiner Nov 26 W B Johnson & Johnson, Wigan
LEIGHTON, WALTER JAMES, Brewers st, Golden sq, Nov 30 Gard, Lyell, Betenson & Davidson, 2, Gresham bldgs
MCCANN, OWEN, Liverpool Nov 18 Elwin Berry & Co, Liverpool
MARSHALL, EDWARD, Beckenham, Kent Nov 25 Marshall & Pridham, 26, Theobald's rd, Gray's inn
NASSAR, ALI, South Shields, Boarding House Keeper Nov 11 J H & H F Rennoldson, South Shields
NEWCOMBE, SAMUEL, Ilsington, Devon, Farmer Nov 1 Harold Michelmore & Co, Newton Abbot
PALMER, ELIZABETH, Abergavenny Nov 18 J D Adey, Newport, Mon
PAYNE, FREDERICK, GILLIES, Clarendon rd, Watford Nov 17 Durrant, Cooper & Hambling, Bank chbrs, Gracechurch st
PETTER, ARTHUR LEWIS, Bower Park, Middlesex Nov 15 Hulbert, Crowe & Hulbert, 4, Broad st bldgs, Liverpool st
PHILIPSON, GEORGE HARE, Newcastle upon Tyne, Knight, Professor of Medicine Nov 15 Jos A Philipson & Co, Newcastle upon Tyne
POINTON, WILLIAM, Biddulph, Staffs Nov 14 R Heaton & Sons, Burslem, Staffs
RITCHIE, ELIZABETH, Cuckfield, Sussex Nov 18 Poole & Robinson, 15, Union st, Old Broad st
SCOREY, ALFRED, Albert st, St Pancras Nov 22 Kelseys, 180, Piccadilly
SEDDON, WILLIAM, Rhosneigr, Anglesey Nov 18 Knapp-Fisher & Sons, Chapter Clerk's Office, the Sanctuary, Westminster Abbey
SHINE, Rev JAMES, Dundee, N.B. Nov 15 Nicholson & Crouch, 17, Surrey st, Strand
STOREY, ISAAC HOLGATE, British Columbia, Canada Nov 11 Brown, Brown & Quayle, Southport
SUTTON, ANN, Wigan, Lancs Oct 17 James C Gibson, Wigan
TODD, FREDERICK JOHN, Grosmont, Yorks Nov 18 S F Thompson, Middlesbrough
TODD, WILLIAM, Carlton Husthwaite, nr Thirsk, Farmer Nov 23 Arthur W Walker, Thirsk
VINCENT, THOMAS WILLY, Bideford, Devon Dec 31 T A Goaman, Bideford
WILKINS, SIDNEY JAMES, Cricklade, Wilts, Grocer Nov 16 E W Kendall, Bourton on the Water
YATES, GEORGE WILLIAM, Bury, Lancs, Paper Manufacturer Dec 15 Butcher & Barlow, Bury

Bankruptcy Notices.

London Gazette.—TUESDAY, Sept. 24.

RECEIVING ORDERS.

PALMER, JOHN, Clowne, Derby, Hardware Dealer and Miner Sheffield Pet Sept 17 Ord Sept 17
POTTS, H M, Waterloo rd, Basket Maker High Court Pet Aug 22 Ord Sept 19

FIRST MEETINGS.

GROUNDS, JAMES JOSEPH, Liverpool, Garage Proprietor Oct 2 at 11.30 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
NORTH, LEONARD, Brighton, Coal Dealer Oct 3 at 12 Off Rec, 12A, Marlborough pl, Brighton
PALMER, JOHN, Clowne, Derby, Hardware Dealer Oct 1 at 12 Off Rec, Figtree ln, Sheffield
POTTS, H M, Waterloo rd, Basket Maker Oct 2 at 12 Bankruptcy bldgs, Carey st
WILLSON, THOMAS DUDLEY, Ramsgate, Fruit Grower Oct 1 at 11.30 Off Rec, 68A, Castle st, Canterbury

ADJUDICATIONS.

PALMER, JOHN, Clowne, Derby, Hardware Dealer Sheffield Pet Sept 17 Ord Sept 17
WILLSON, THOMAS DUDLEY, Ramsgate, Fruit Grower Canterbury Pet Aug 10 Ord Sept 20

London Gazette.—FRIDAY, Sept. 27.

RECEIVING ORDERS.

ALBERT V GOMPEL, STEHMANS & SON, Ducksfoot ln, Upper Thames st, General Merchants High Court Pet Aug 15 Ord Sept 25
BRUCE, Sir MICHAEL WILLIAM SELBY, Clifford st, Bond st, Baronet High Court Pet Aug 29 Ord Sept 25
COLLINS, JOSEPH, Southport, Greengrocer Liverpool Pet Sept 24 Ord Sept 24
CUNNINGHAM, JOHN L, Clarges st, Piccadilly High Court Pet Aug 20 Ord Sept 23
FRAZIER, HORACE PERCY, Birmingham, Leather Currier Birmingham Pet Sept 25 Ord Sept 25
JOHNSON, MINNA, Farnham, Surrey Guildford Pet Sept 4 Ord Sept 24
JONES, W H, Beresford st, Woolwich, Grocer Greenwich Pet Aug 26 Ord Sept 24
NORTH, CHARLES, Bilston, Staffs, Fishmonger Wolverhampton Pet Sept 24 Ord Sept 24
SKINNER, DOUGLAS VICTOR, Oliver mans, Gondar gdns, Hampstead, Tailor High Court Pet Sept 24 Ord Sept 24
TAYLOR, JOHN THOMAS, Blackpool, Restaurant Caterer Preston Pet Sept 23 Ord Sept 23

FIRST MEETINGS.

ALBERT V GOMPEL STEHMANS & SON, Ducksfoot ln, Upper Thames st, General Merchants Oct 9 at 12 Bankruptcy bldgs, Carey st
BRUCE, Sir MICHAEL WILLIAM SELBY, Clifford st, Bond st Baronet Oct 9 at 12 Bankruptcy bldgs, Carey st
CUNNINGHAM, JOHN L, Clarges st, Piccadilly Oct 4 at 12 Bankruptcy bldgs, Carey st
JONES, W H, Beresford st, Woolwich, Kent, Grocer Oct 7 at 11 132, York rd, Westminster Bridge rd
SKINNER, DOUGLAS VICTOR, Oliver mans, Gondar gdns, Hampstead, Tailor Oct 9 at 12 Bankruptcy bldgs, Carey st
TAYLOR, JOHN THOMAS, Blackpool, Restaurant Caterer Oct 4 at 10.30 Off Rec, 13, Winckley st, Preston

ADJUDICATIONS.

COLLINS, JOSEPH, Southport, Greengrocer Liverpool Pet Sept 24 Ord Sept 24
FOX, DAVID EDY, Southsea, Captain Portsmouth Pet June 25 Ord Sept 24
NORTH, CHARLES, Bilston, Staffs, Fishmonger Wolverhampton Pet Sept 24 Ord Sept 24
POTTS, HENRY MELLON, Waterloo rd, Basket Maker High Court Pet Aug 22 Ord Sept 25
SCHOFIELD, JAMES HENRY, and THOMAS HADFIELD Heywood, Lancs, Cotton Waste Spinners Bolton Pet June 25 Ord Sept 23
SKINNER, DOUGLAS VICTOR, Oliver mans, Gondar gdns Hampstead, Tailor High Court Pet Sept 24 Ord Sept 24
TAYLOR, JOHN THOMAS, Blackpool, Restaurant Caterer Preston Pet Sept 23 Ord Sept 23

London Gazette.—TUESDAY, Oct. 1.

RECEIVING ORDERS.

BOLTON, ROSE ELLEN, Hanley Hanley Pet Sept 10 Ord Sept 25
FOX, THOMAS EDGAR, Leeds, Variety Agent Leeds Pet Sept 27 Ord Sept 27

FIRST MEETINGS.

FRAZIER, HORACE PERCY, Birmingham, Leather Currier Oct 9 at 11.30 Off Rec, Ruskin Chmbrs, 191, Corporation st, Birmingham
GREEN, WILLIAM LEES, Lowton, Lancs Oct 9 at 3 Off Rec, Byrom st, Manchester
JOHNSON, MINNA, Farnham Oct 8 at 11.30 132, York rd, Westminster Bridge rd
NORTH, CHARLES, Bilston, Staffs, Fishmonger Oct 9 at 12 Off Rec, 30, Lichfield st, Wolverhampton

Amended Notice substituted for that published in London Gazette, Sept 27:

TAYLOR, JOHN THOMAS, Blackpool Oct 4 at 10.30 Off Rec, 13, Winckley st, Preston

ADJUDICATIONS.

BOLTON, ROSE ELLEN, Hanley Hanley Pet Sept 10 Ord Sept 25
FOX, THOMAS EDGAR, Leeds, Variety Agent Leeds Pet Sept 27 Ord Sept 27
GREEN, WILLIAM NICHOLAS, Watford, Company Director Barnet Pet July 27 Ord Sept 25

London Gazette.—FRIDAY, Oct. 4.

RECEIVING ORDERS.

CAMERON, LUDOVICK CHARLES RICHARD, Tupsley, Herefordshire, Road Board Official Gloucester Pet Aug 31 Ord Sept 28
MITCHELL, FREDERICK EDWARD, St Osyth, Essex, Farmer Colchester Pet Sept 10 Ord Oct 1
REES, IVOR, Twynyrodyn, Merthyr Tydfil, Colliery Ripper Merthyr Tydfil Pet Sept 30 Ord Sept 30
WHITE, Sir LUKE, Scarborough, Solicitor Scarborough Pet Oct 2 Ord Oct 2

FIRST MEETINGS.

BOLTON, ROSE ELLEN, Hanley, Staffs Oct 11 at 11 Off Rec, Brook st, Stoke upon Trent
COLLINS, JOSEPH, Southport, Lancs, Grocer Oct 11 at 11.30 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
REES, IVOR, Twynyrodyn, Merthyr Tydfil, Colliery Ripper Oct 16 at 12 Off Rec, Town Hall, Merthyr Tydfil

ADJUDICATIONS.

DAVISON, HENRY, Pembroke gdns, Kensington High Court Pet July 3 Ord Sept 30
FARMER, S C, Coleman st, Merchant High Court Pet July 17 Ord Sept 30
GROUNDS, JAMES JOSEPH, Liverpool, Garage Proprietor Liverpool Pet July 11 Ord Oct 2
JONES, W H, Beresford st, Woolwich, Grocer Greenwich Pet Aug 26 Ord Sept 27
REES, IVOR, Twynyrodyn, Merthyr Tydfil, Colliery Ripper Merthyr Tydfil Pet Sept 30 Ord Sept 30
WHITE, Sir LUKE, Scarborough, Solicitor Scarborough Pet Oct 2 Ord Oct 2

Amended Notice substituted for that published in London Gazette Sept 27:

COLLINS, JOSEPH, Southport, Lancs, Grocer Liverpool Pet Sept 24 Ord Sept 24

London Gazette.—TUESDAY, Oct. 8

RECEIVING ORDERS.

ADSON, THOMAS, Elton, Hunts, Plumber Peterborough Pet Oct 5 Ord Oct 5
BITTINS, ROGER, Shrewsbury, Corn Dealer Shrewsbury Pet Oct 5 Ord Oct 5
HARRETT, WILLIAM, and HANNAH ISABELLA HARRETT, East Heddon, Northumberland, Farmers Newcastle upon-Tyne Pet Sept 3 Ord Oct 1
MONTGOMERIE, WILLIAM CUMMING, Richmond High Court Pet Sept 2 Ord Oct 2

FIRST MEETING

HARRETT, WILLIAM, and HANNAH ISABELLA HARRETT, East Heddon, Northumberland, Farmers Oct 16 at 11 Off Rec, 21, Mosley st, Newcastle upon Tyne
MITCHELL, FREDERICK EDWARD, Colchester, Farmers Oct 15 at 2.30 Off Rec, 56, Princes st, Ipswich
MONTGOMERIE, WILLIAM CUMMING, Richmond, Surrey Oct 16 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ADSON, THOMAS, Elton, Hunts, Plumber Peterborough Pet Oct 5 Ord Oct 5
CUNNINGHAM, JOHN LOUDOUN, Clarges st, Piccadilly High Court Pet Aug 20 Ord Oct 4
FRAZIER, HORACE PERCY, Birmingham, Leather Currier Birmingham Pet Sept 25 Ord Oct 3
JOHNSON, MINNA HARRIETT, Waverley, Farnham Guildford Pet Sept 4 Ord Oct 3
WICKSON, WILLIAM GEORGE, Kingsbridge, Devon High Court Pet Aug 19 Ord Oct 3

London Gazette.—FRIDAY, Oct 11.

RECEIVING ORDERS.

BROWNE, MARIE CHANTAL, Lexham gdns, Kensington High Court Pet Sept 6 Ord Oct 7
CHILD, ARTHUR GEORGE, St Clements, Norfolk King's Lynn Pet Oct 7 Ord Oct 7
COLTON, CHARLES GLANVILLE ANGUS KEMP, Stoke Holy Cross, nr Norwich, Consulting Engineer Norwich Pet Sept 20 Ord Oct 7
KIRBY, TIMOTHY, Merthyr Tydfil, Boot Repairer Merthyr Tydfil Pet Oct 7 Ord Oct 7
PEARCE, ARTHUR WILLIAM, East Sheen, Engineer Wandsworth Pet Oct 7 Ord Oct 7
WACHTER, PIETER, Mark ln, Merchant High Court Pet Sept 11 Ord Oct 7